

# DEENDAYAL PORT AUTHORITY

(An ISO 9001 : 2008 & ISO 14001 : 2004 Certified Port)



## MECHANICAL ENGINEERING DEPARTMENT ELECTRICAL DIVISION

**TENDER NO. EL/AC/2045**

### **TENDER FOR**

Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port

Executive Engineer (E)  
Electrical Division  
Deendayal Port Authority  
Ground Floor,  
Port & Custom Building,  
New Kandla – 370 210.  
Phone No. (02836) 270352

**NOTICE NO.EL/AC/2045**

Name of work	Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port														
Estimated cost put to tender	₹ 53,56,470.00														
Tender fee :	<p>Rs. 5000 + 900 (GST) Present rate of GST is 18% (non- refundable) Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr> <tr> <td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr> <tr> <td>Sub Class - 43219</td><td>Other electrical electrical installation n.e.c.</td></tr> </tbody> </table>	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals	Sub Class - 43219	Other electrical electrical installation n.e.c.
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EMD	<p>₹ 53,565/-</p> <p>Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr> <tr> <td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr> </tbody> </table>	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals		
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Last date of downloading	02/05/2023 upto 12:00	
Last date and time of submission of E-tender	02/05/2023 upto 12:00 only on website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .	
Pre-bid meeting	NA	
Date and time for opening of E-tender	02/05/2023 at 12:05 hrs	
Downloading websites	<a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .	
Corrigendum, if any, will be placed on websites only.		

**XEN (E)**  
**Deendayal Port Authority**

## **NOTICE INVITING ON LINE TENDER**

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Port & Customs Building, Ground Floor, New Kandla - (Kutch)-370210
Tender Notice No.	EL/AC/2045
Name of Project	Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port
Name of Work	Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port.
Estimated Contract Value (INR)	₹ 53,56,470.00
Period of Completion (in Months)	60 days from the date of issue of work order
Bidding Type	Open
Bid Call (Nos.)	1 <sup>st</sup>
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria:	<p><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b> The Bidders shall fulfill the following pre-qualification criteria:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be atleast ₹ 16,06,941.00 Certified by Chartered Accountant.</p> <p>b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p style="padding-left: 40px;">i) Three similar completed works each costing not less than the amount equal to ₹ 21,42,588.00.</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">ii) Two similar completed works each costing not less than the amount equal to ₹ 26,78,235.00</p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">iii) One similar completed work costing not less than the amount equal to ₹ 42,85,176.00.</p> <p><b>IMPORTANT:</b></p> <p>(i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p>(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p> <p>c) In Case the similar work has been issued 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 completed work.</p> <p><b>IMPORTANT:</b> The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p>

	<p>Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p>
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	<p>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>
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Bid Document Downloading Start Date	31/03/2023														
Bid Document Downloading End Date	02/05/2023 up to 12:00 Hrs.														
Date & Place of Pre Bid Meeting	NA														
Last Date & Time for Receipt of Bids	02/05/2023 @ 12:00 Hrs.														
Bid Validity Period	120 Days														
Condition	<p>(1) Tender Fee shall be submitted Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – F</td><td>CONSTRUCTION</td></tr><tr><td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr><tr><td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr><tr><td>Class – 4321</td><td>Electrical installation</td></tr><tr><td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr><tr><td>Sub Class - 43219</td><td>Other electrical electrical installation n.e.c.</td></tr></table>	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals	Sub Class - 43219	Other electrical electrical installation n.e.c.
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	<p>(2) EMD: Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr> <tr> <td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr> <tr> <td>Sub Class - 43219</td><td>Other electrical electrical installation n.e.c.</td></tr> </tbody> </table> <p><b>(3) Integrity Pact agreement duly signed by the bidder and two witnesses (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid.</b></p> <p><b>NOTE:- Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact (duly signed by bidder and witnesses) are received electronically.</b></p>	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals	Sub Class - 43219	Other electrical electrical installation n.e.c.
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Remarks	<p>Bidder has to upload the scanned copy of EMD &amp; Tender fee ( MSME certificate in case of exemption) and Integrity pact duly signed by bidder and witnesses in preliminary bid submission and without which technical bid will not entertained.</p> <p>The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.</p>														
Bid Opening Date	Technical Bid will be opened on 02/05/2023 @ 12:05 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.														

Documents required to be submitted by scanning through online	<p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p><b>b.</b> Tender fees plus GST: Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1" data-bbox="448 474 1357 928"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr> <tr> <td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr> <tr> <td>Sub Class - 43219</td><td>Other electrical electrical installation n.e.c.</td></tr> </tbody> </table> <p><b>c.</b> EMD: Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1" data-bbox="448 1331 1357 1755"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 43</td><td>SPECIALIZED CONSTRUCTION ACTIVITIES</td></tr> <tr> <td>Group - 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class - 43213</td><td>Installation of street lighting and electrical signals</td></tr> <tr> <td>Sub Class - 43219</td><td>Other electrical electrical installation n.e.c.</td></tr> </tbody> </table> <p>d. Integrity pact duly signed by bidder and witnesses.</p> <p>e. Documents mentioned in eligibility criteria.</p>	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals	Sub Class - 43219	Other electrical electrical installation n.e.c.	Level	Description	Section – F	CONSTRUCTION	Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES	Group - 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class - 43213	Installation of street lighting and electrical signals	Sub Class - 43219	Other electrical electrical installation n.e.c.
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Officer- Inviting Bids:	XEN (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla- (Kutch)-370210																												
Bid Opening Authority :	XEN (E)																												



Address:	XEN (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	XEN (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-270209, 270342. Fax No. 02836 270184.

**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, Ahmadabad – 380054 (Gujarat)

**Contact Details:**

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

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

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

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

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

**XEN (E)**  
**Deendayal Port Authority**

**SECTION – I**  
**INSTRUCTION TO BIDDERS**

**A. GENERAL**

**1. Scope of Bid**

1.1 The XEN (Electrical), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.

1.2 The successful bidder will be expected to complete the works by the intended completion period.

**2. Source of funds**

2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in India Currency for execution of the work.

**3. Eligible Bidders**

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of "Similar Works" only shall be considered for evaluation of eligibility criteria.

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".

3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

**4. Eligibility Criteria:**

4.1 **(I)** The Bidders shall fulfill the following pre-qualification criteria:

S.N	Particulars	Supporting Documents
(A)	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be at least ₹ 16,06,941 certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant.
(B)	<p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>a) Three similar completed works each costing not less than the amount equal to ₹ 21,42,588.00.</p> <p style="text-align: center;">Or</p> <p>b) Two similar completed works each costing not less than the amount equal to ₹ 26,78,235.00</p> <p style="text-align: center;">Or</p> <p>c) One similar completed</p>	<p>(a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period/original contract period (9) Date of issue of completion certificate.</p> <p>IMPORTANT:</p> <p><b>(i)</b> In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered</p>

	work costing not less than the amount equal to ₹ 42,85,176.00.	<p>for fulfilment of credentials.</p> <p><b>(ii)</b> If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p><b>(iii)</b> If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p><b>(iv)</b> In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p> <p>c) In Case the similar work has been issued 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 completed work.</p> <p><b>IMPORTANT:</b></p> <p>(i) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(iii) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>
(C)	Similar works means	Supply, Installation, testing, commissioning of LT panels & cabling work or Street light execution, in any Govt or Public sector or any reputed Industrial Organization in private sector.

<b>INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL</b>		
<b>Sr. No.</b>	<b>Instruction</b>	<b>Precautions</b>
1	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.

	and uploaded by giving specific name of the documents e.g. name of client. In case along with the documents related to similar work experience, the bidder also scans and includes average annual turn over certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal. Every document should be specifically named and separately uploaded for its identification.	No unrelated document should be scanned and included with the specific set of scanned document.  Every document should be specifically named and separately uploaded for its identification.
2	The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal. Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only. DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno-commercial qualified will be considered for any purpose.	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.  The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.  Every document should be specifically named and separately uploaded for its identification.

4.2 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. Valid Electrical Contractor License issued by respective State.
- h. Integrity pact duly signed by bidder and witnesses.
- i. EMD = Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.

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Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES
Group - 432	Electrical, plumbing and other construction installation activities
Class – 4321	Electrical installation
Sub Class - 43213	Installation of street lighting and electrical signals
Sub Class - 43219	Other electrical electrical installation n.e.c.

- k. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- l. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- m. Power of attorney (dully accompanied by resolution of Board in case of company).
- n. Qualifications and experience of key site management and technical personnel proposed for the contract.
- o. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.(Not applicable)
- p. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- q. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- r. 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 taxdeducted by the client for that work, which will form the basis for assessing the value of completed work.
- s. Bidders should give an undertaking letter duly stating that the documents submitted by them 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.
- t. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- 4.3 Even though the bidder meets the above qualifying 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: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

## **5. One Bid per Bidder**

- 5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and the bidder can be disqualified for bidding of any contract with DPA for a period of 03 years and forfeiture of EMD.

## **6. Joint Venture (Not applicable):**

In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

## **7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

## **8. Site Visit**

- 8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

## **B. Bidding Documents**

### **9. Content of Bidding Documents**

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause 9:

Invitation for Bids (NIT)

- Bid Reference No. EL/AC/2045
- NIT : Invitation for Bids
- Section I : Instruction to Bidders
- Section II : General Conditions of Contract
- Section III : Special Conditions of Contract
- Section IV : Forms of Bid
- Section V : Scope of Work & Technical Specifications
- Section VI : Bill of Quantities

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.

- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

## **10. Clarifications of the Bidding Documents**

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. Pre-Bid meeting (Not Applicable)

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on \_\_/\_\_/2023 @ 15:30 hrs in the Old Board Room, A.O Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.(Not Applicable)
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in> website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

## **11. Language of Bid**

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

## **12. Documents comprising the Bid**

The bid submitted by the bidder shall comprise the following:

### **A) Technical Bid:**

- i) EMD, Tender Fees and Integrity pact duly signed by bidder and witnesses.
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

### **B) Financial Bid:**

- (i) Bill of Quantities duly filled and digitally signed by bidder.

## **13. Bid Prices**

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The prices shall be quoted inclusive of all Taxes, (except GST), Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging, insurance etc. and should remain firm till completion of work.

## **14. Currencies of Bid and Payment**

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

## **15. Bid Validity**

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD, if any, will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

## **16. Bid Security**

### **16.1. EARNEST MONEY DEPOSIT (EMD)**

The tender shall be accompanied by Earnest Money Deposit of ₹ 53,565/- (Rupees fifty three thousand five hundred sixty five only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the **table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary

bid.

Level	Description
Section – F	CONSTRUCTION
Division – 43	SPECIALIZED CONSTRUCTION ACTIVITIES
Group - 432	Electrical, plumbing and other construction installation activities
Class – 4321	Electrical installation
Sub Class - 43213	Installation of street lighting and electrical signals
Sub Class - 43219	Other electrical electrical installation n.e.c.

Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

**(a) EMD**

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee in (form 9) per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

(ii) EMD will be refunded suo-motto without any application from the Bidders.

(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.

(iv) Earnest Money Deposit will not carry any interest.

**(b) Bid Security i.e. EMD will be forfeited if:**

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

(iii) The successful Bidder fails within the specified time limit to

- a) sign the Agreement or
- b) furnish the required performance Guarantee

(iv) The bidder submits more than one bid

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**19. Amendment of Bidding Documents**

19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.



- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

**C. Submission of Bids**

**20. Submission of Bids**

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. 91 79 26857316/17/18  
Fax: 91 79 26857321  
Mobile: 9327084190 / 9898589652.  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).  
Bid reference No. EL/AC/2045  
Name and address of the bidder.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. However, the originals/attested hard copies along with tender documents (except price bid) signed on bottom of each page in token of acceptance of Tender conditions and shall have to be forwarded subsequently so as to reach the office of XEN (E) within 7 days from opening of the tenders.

The envelopes shall be addressed to:

(a) XEN (E)  
Deendayal Port Authority  
Electrical Division,  
Room No. 6,  
Port & Customs Building,  
New Kandla – 370210.  
Gujarat-State.

(b) bear the following identification:

“Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port”

Bid reference No. EL/AC/2045  
Name and address of the bidder.

**21. Deadline of Submission of the Bids**

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. not later than 02/05/2023 up to 12:00 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in> 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://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. websites shall prevail.

21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. 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.

21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **22. Late Bids**

22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

## **23. Modification and Withdrawal of Bids**

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

23.2 No Bid can be modified after the last date for submission of Bids.

23.3 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 forfeiture of EMD.

## **D. Bid Opening and Evaluation**

### **24. Bid Opening**

24.1 On the due date and time, the employer will first open Preliminary and Technical bids of all bids received including modifications.

24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain EMD, tender fees and Integrity pact duly signed by bidder and witnesses in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com>, <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>.

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

### **25. Clarification of Bids**

25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

**26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid

- (a) Has been properly digitally signed,
- (b) Meets the eligibility criteria defined
- (c) Is accompanied by the required Bid Security and tender fees;
- (d) is responsive to the requirements of the Bidding documents.
- (e) GST number to be quoted invariable by bidder.

26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

**27. Evaluation and Comparison of Bids**

27.1 The employer will evaluate and compare only the Bids determined to be responsive.

27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

27.3 If in the opinion of Engineer in Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

**E. Award of Contract**

**28. Award Criteria**

The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated amount bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to:

- a) Split the work and award the work in favour of more than one firm,
- b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable.

**29. Employer's Right to accept any Bid and to reject any or all.**

Notwithstanding Clause 28, the Employer reserve the right to accept or reject any bid without assigning any reason and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

**30. Letter of Intent:**

The Chief Mechanical Engineer will issue the Letter of Intent (Form No. 7) intimating the successful bidder about the proposed pre-acceptance of tender.

**31. Notification of Award and Signing of Agreement**

- i) The Bidder who's Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

**32. Contract Agreement:**

32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter

of Intent.

- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfilment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.

32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

32.3 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 ₹ 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 initialled.

### **33. Performance Security**

1) "Security Deposit" shall consist of Performance Guarantee to be submitted at award of work. Performance Guarantee should be 3% of contract price which should be submitted in form of Bank Guarantee or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of letter of Acceptance intent which will be refunded immediately not later than 14 days from completion of contract period.

2) Failure of the successful Bidder to comply with the requirements of above shall constitute sufficient grounds for cancellation of the award of work, forfeiture of the Bid security and/or may be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

3) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

4) The performance guarantee will be accepted in the form of bank guarantee if issued by any nationalized/scheduled bank (except co-operative bank) having a branch at Gandhidham.

5) The Port Authority may at their option forfeit the Performance Guarantee cum

Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.

7) The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee (If applicable).

**34. Issue of Work Order**

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

**35. Time Schedule**

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 60 days from the date of Work Order.

**36. Corrupt or Fraudulent Practices**

36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:

(a) Defines the following for the purpose of these provisions:

(i) "Corrupt practice" means the offering, giving, receiving or soliciting 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.

(b) 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.

(c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**Signature & Seal  
Of Contractor**

**XEN (E)  
Deendayal Port Authority**

**SECTION – II**  
**GENERAL CONDITIONS OF CONTRACT**

**1. Definitions**

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Deendayal Port Authority (DPA) under the Major Port Authorities Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- l. **"Approved" or "Approval"** shall mean approval in writing.
- m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **"Day"** are calendar days, **"months"** are calendar months
- o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p. **"Material"** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

**2. Use of Contract Document:**

The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.

### 3. Change Orders:

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

### 4. Resolution of Dispute

a) The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

b) Jurisdiction of Courts :

All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the Courts at Gandhidham.

### 5. Force Majeure:

5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly

notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

**6. Compliance with Statutes, Regulations:**

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

**7. Payment Terms:** All payments shall be made in Indian rupees unless specifically mentioned.

- i. 70% of supply item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 30% of supply item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency)
- iii. 70% of item rate covers only laying/fixing/installation.
- iv. Remaining 30% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

**NOTE:**

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details:

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. Accepted for : NEFT payment or RTGS payment

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

**8. Insurance**

8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:

- a) loss of or damage to the works, plan and materials
- b) loss of or damage to equipment



- c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
- d) personal injury or death

- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the DPA after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

**9. Time Extensions:**

The Contractor may claim extension of the time limits in case of;

- i) Changes ordered by Deendayal Port Authority.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

**10. Time is the essence of the contract:**

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, Deendayal Port Authority reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

**11. Liquidated Damages**

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent ( ½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

## **12. Variations**

### **12.1 Variation in Conditions of Contract:**

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

### **12.2 Variation in Quantities of Schedule – B:**

The overall as well as individual variations shall be  $\pm 30\%$  in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

## **13. Acceptance:**

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final "as built" drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

## **14. Guarantee:**

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.
- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

## **15 Taxes:**

### **GST Clause:**

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

### **Deduction of Income-Tax & GST:**

Income-Tax deductions and surcharge & GST + TDS as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

**Tax:** The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. (except GST) which the contractor will have to pay for the performance of this contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

**16. Deduction:**

16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**17. Subcontracts:**

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**18. Idle Charges:**

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

**19. Personal Protective Equipment: (PPE)**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

**20. Conduct:**

The Contractor, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the enactment of the works.

**21. Accident:**

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

**22. Watch and ward:**

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

**23. Termination:**

23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of

default as well as the time within which the default has to be cured by the Contractor.

- 23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the aforementioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 23.6 Fundamental breaches of contract include, but shall not be limited to the following:
  - a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - b) The contractor becomes bankrupt.
  - c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

**24. Arbitration Clause:**

- (I) 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.
- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the 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.

- (III) 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.
- (IV) 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.
- (V) 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.
- (VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XII) It is also a term of 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.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

**25. Indemnification:**

The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

**26. Engineer-in-Charge or his nominee's Decisions**

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

**27. Delegation**

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**28. Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

**29. Personnel:**

29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.

29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

**30. Employer's Obligation**

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

**31. Queries about the Technical Data**

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

**32. Approval by the Engineer-in-Charge or his nominee.**

The Contractor shall submit the makes of material, equipments, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Engineer In Charge or his nominee before procurement/execution.

**33. Discoveries**

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

**34. Access to the site**

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

**35. Instructions**

The contractor shall carry out all instructions of the engineer or his nominee which comply with applicable laws where the site is located.

**36. Safety**

The Contractor shall be responsible for the safety of all activities on the Site.

**Quality Control**

**37. Identification of Defects**

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

**38. Correction of Defects**

- 38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.
- 39. Uncorrected Defects**  
If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.
- 40. Employer's right of Rejection:**  
The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.
- 41. Removal of Rejected goods:**  
Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.
- 42. Use of Contract Document:**  
The Contractor shall not, without prior consent, make use of any document except for the purpose of performing this contract.
- 43. Memorandum of Settlement:**  
The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.
- 44. Deviations:**  
The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by Deendayal Port Authority. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, Deendayal Port Authority may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.
- 45. Approvals:**  
The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.
- 46. Third Party Inspection**  
The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.

- i. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- ii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iii. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms**.

**47. Bar Chart (not applicable)**

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

**48. Engagement of Labour:**

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

**49. Police verification of Contract Labour:**

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as **"Prohibited Area"**. Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

**a) Submission of Labour Reports by Every Fortnight:**

The contractor shall submit, by the 4<sup>th</sup> and 19<sup>th</sup> of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers employed by him on the work.
2. Their working hours.
3. The wages paid to them.
4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

**b) No Labour Below 14 Years:**

No labour below the age of 14 (fourteen) years shall be employed on the work.

**50. Registers to be maintained at site**



**1. Site order Book:**

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

**2. Hindrance Register**

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer In Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

**51. No damage, hindrance or interference to the Port activities:**

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

**52. Tools & Tackles**

All the tools, tackles, bricks, cement, ladders etc. for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

**53. Hot work:**

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

**54. Indian Dock Safety Regulations:**

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

**55. Valid electrical contractor license and Electrical Supervisor Certificate ( Modified and shall be read as clause 7 Sec III S.C.C)**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No. 18, 6<sup>th</sup> floor, Sector No. II, Udyog Bhavan, Gandhinagar Gujarat, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration. (This clause has also been included in pre-qualification criteria)

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

**56. Action where no Specifications are specified:**

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

**57. Undertaking by the Contractor:**

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes(excluding GST), duties, fees, Cess etc. and all incidental charges.

**58. Labour License:**

The contractor will have to obtain necessary License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work.

**59. Fraudulent documentation by bidders:**

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of EMD, if any/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

**60.** If applicable, the contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**Signature & Seal  
of Contractor**

**XEN (E)  
Deendayal Port Authority**

**SECTION –III**  
**SPECIAL CONDITIONS**

**1 Integrity Pact:**

The Integrity Pact duly signed by authorized person(s) with witnesses are to be submitted by the bidders along with tender fee and EMD in preliminary bid the as per the format provided in Section IV failing which the bid will be treated as non- responsive.

Bidders are required to sign the integrity pact (as per given below and submit in preliminary bid), failing which their bid shall be liable for rejection. The “principal” means “Deendayal Port Authority” and “Counter party” means “Vendor / Supplier / Contractor”.

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counter party after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to Counter party in such cases.

2. The contractor shall supply the materials of only the particular bands/Make specified in the tender. If none of the make/brands are available in the market, then the department will accept the equivalent make/brand subject to the contractor producing a letter of non-availability from the manufacturer only. The EIC will ascertain the veracity of that letter directly from the manufacture. Such material will be accepted after obtaining the approval of the authority who approved the tender.
3. The payment from 2<sup>nd</sup> bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid challan in government treasury) of the welfare cess @ 1% of work done or as amended by statutory authority from time to time, paid to concerned authority is submitted for the previous bill.(If applicable).
4. SECTION-I 4.2(n) methodology not applicable.
5. SECTION-I 6 Joint venture not applicable.
6. SECTION-II Clause no 55.The contractor shall have valid electrical contractor license for carrying out electrical work of nature involved in this tender obtained from the competent authority of respective states. The contractor shall have a valid Electrical supervisors certificate of competency issued from the competent authority from the states/central govt.
7. The contractor/service provider/supplier etc has to ensure timely and proper filling of GSTR 1, so that Deendayal Port Authority can avail input tan credit in timely manner. In case DPA not allowed input tan 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.

**Seal & Signature  
of Contractor**

**XEN (E)  
Deendayal Port Authority**

**SECTION IV**  
**FORMS OF BID**

**PART – I**

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

<b>Form No.</b>	<b>Name of forms/format</b>
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity pact

**PART – II**

**To be used by successful Bidder**

<b>Form No.</b>	<b>Name of forms/format</b>
7	Letter of intent
8	Agreement form
9	Specimen bank guarantee of Performance Guarantee/Security Deposit
10	Letter of authority from bank for all BGs
11	Format of Extensions (Part – I)
12	Format of Extension (Part-II)

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

The Superintending Engineer (Electrical)

Deendayal Port Authority

(Address \_\_\_\_\_)

Pin Code: \_\_\_\_\_

Dist. Kachchh (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. **(EL/AC/2045)**
- (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.
  - i. 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 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)

<b>Specimen format for Pre-qualification of bidders</b>
---

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

**1. Only for individual bidders**

**1.1 Constitution of legal status of Bidder (Attach copy)**

- Place of registration:
- Principal place of business:
- (power of attorney of signatory of Bid (Attach):

**2. Turnover of the Firm**

Description	Year	Turn over
(insert the year as per PQC)	2019-20	
i.e. last three financial years ending 31st	2020-21	
march of the previous year	2021-22	

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 2022**

**3. Similar works**

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 years.	2015-16		
	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information:

**4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.(not applicable)**

**(A) Existing commitments and on-going works.**

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

**(B) Works for which bids already submitted**

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach attested certificates.

**5. Information on litigation history in which the bidder is involved**

Other party(ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

**6. Additional information bidder may like to submit**

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

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

**SPECIMEN 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 procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our firm has not been banned / de-listed by any government or 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 &amp; capacity) \_\_\_\_\_



**SPECIMEN LETTER OF AUTHORITY FOR**  
**SUBMISSION OF BID**  
(To be executed on ₹ 300/- non Judicial Stamp Paper)

To  
The  
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:  
For & on behalf of:

**EXCEPTIONS AND DEVIATIONS**

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

<b>Sr. No.</b>	<b>Page No. of Bid Document</b>	<b>Clause No. of Bid Document</b>	<b>Subject Deviation</b>

Note: however, the Bidders may note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

Duly authorized to sign this authorization on behalf of: [insert complete name of Tenderer]

Date on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing]

**INTEGRITY PACT  
BETWEEN**

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

**(Name of the bidder 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 / Contractor**

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

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use

improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. 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 has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **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/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

#### **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 5 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**

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

If any claim is made / lodged during this time, the same shall be binding and continue be valid despite the lapse of this Pact as specified above, unless it is discharged / determined Chairperson of the Principal.

The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract

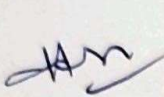
#### **Section-10 Other Provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

\_\_\_\_\_  
(For & on behalf of the Principal)

  
(Office Seal)  
XEN(F.)

\_\_\_\_\_  
(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place: Gandhidham

Date: \_\_/\_\_/2022

Witness-1: (Name & Address)

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

Witness-2 : (Name & Address)

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

**LETTER OF INTENT FORMAT**

No: \_\_\_\_\_

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/2045

(Name of Work)

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest.

The Engineer-In-Charge for this work shall be Mr. \_\_\_\_\_.  
Agreed Schedule date of commencement of the work is \_\_\_\_\_ and Schedule date of completion of the work is \_\_\_\_\_. Total Contract Price is ₹ \_\_\_\_\_.

You are requested to sign the Agreement and fulfil other formalities as per the Tender conditions.

Yours Faithfully,

(Signature of the controlling Officer)  
CHIEF MECHANICAL ENGINEER  
Deendayal Port Authority



**SPECIMEN CONTRACT AGREEMENT**

(To be executed on ₹300.00 non-judicial stamp paper)

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

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port Authority, a body corporate under Major Ports Authorities Act, 2021 have its Administration 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 and \_\_ (Name and address of all the partners if a partnership with all their address ) hereinafter 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 to carrying out the work of \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ Bank Guarantee/Demand Draft for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS 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.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover – I as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover – I'.
  - ix) Bank Guarantee for security deposit.
3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contract price of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

IN WITHNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:

Witness

1. Name & Address\_\_\_\_\_

Seal

Signature of Contractor

2. Name & Address\_\_\_\_\_

Seal

Signed, sealed and delivered by Shri\_\_\_\_\_on behalf of the Board in  
presence of

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

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

(Chief Mechanical Engineer)  
Deendayal Port Authority

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

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

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

Secretary

Deendayal Port Authority

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

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

To,  
 The Board of Deendayal Port Authority,  
 Deendayal Port Authority  
 A.O.Building, P.O.Box No.50,  
Gandhidham-Kutch.

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

2. We, \_\_\_\_\_ (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 forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein:

(a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);

(b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and

(c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

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 \_\_\_\_\_ day of \_\_\_\_\_ 22

For (Name of Bank)  
(Name)  
Signature

**SPECIMEN LETTER OF AUTHORITY FROM BANK**  
**FOR ALL BGs**  
(To be executed on Bank's Letter Head)

Date:

To,  
The Board of Authority of Deendayal Port

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ for ₹ \_\_\_\_\_ favoring yourselves  
issued on a/c of \_\_\_\_\_

M/s. \_\_\_\_\_  
(Name of contractor)

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry upto date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_. 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

**Deendayal Port Authority****Form of application by the Contractor for seeking extension of time****Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
  - (a) 1<sup>st</sup> extension vide EE's No.    Dated            Month            Days
  - (b) 2<sup>nd</sup> extension vide EE's No.    DatedMonth            Days
  - (c) 3<sup>rd</sup> extension vide EE's No.    Dated            Month            Days
  - (d) 4<sup>th</sup> extension vide EE's No.    Dated            Month            Days
 Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - (a) Serial No.
  - (b) Nature of hindrance
  - (c) Date of Occurrence
  - (d) Period for which it is likely to last
  - (e) Period for which extension required for this particular hindrance
  - (f) Overlapping period if any, with reference to item.....
  - (g) Net extension applied for
  - (h) Remarks, if any.
 Total period on account of hindrance mentioned above.....  
 Month ..... Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
  - (a) Total value of extra work
  - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12  
 Submitted to the Sub-Divisional Officer.....

**Signature of Contractor**

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

**Deendayal Port Authority**  
**APPLICATION FOR EXTENSION OF TIME**

**PART II**

**(To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from ..... Contractor for the work of ..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No ..... dated .....
3. Remarks of S.D.O.  
 (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Date:

**(To be filled in by the Executive Engineer)**

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
  - (1) Serial No.
  - (2) Nature of hindrance
  - (3) Date of occurrence
  - (4) Period for which hindrance is likely to last
  - (5) Extension of time applied for by the contractor
  - (6) Overlapping period, if any, giving reference to Items which overlap.
  - (7) Net period for which extension is recommended
  - (8) Remarks as to why the hindrance occurred  
And justification for extension recommended.
3. Executive Engineer's recommendations:  
 (The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

## **SECTION - V**

### **DETAILED SCOPE OF WORK**

#### **Technical Specification No.1**

This includes supply at site LT XLPE armored cable of **4core X 10sqmm** size Aluminium conductor of 1.1KV grade aluminum conductor, XLPE insulated armoured cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The rate shall be inclusive of all taxes, packing, (excluding GST) forwarding, insurance, transportation and unloading at site of work as per actual site requirement. The cable is to be supplied in single length and cable with joints shall not be acceptable.

The price quoted by them shall be inclusive of all taxes, levies, duties, etc including insurance charges. The rate quoted shall be per meter length of cable. The quantity shown is tentative and the contractor is required to assess the actual requirements before procurement of the cable. The cable shall have marking at an interval of every meter so as to facilitate the measurement of total length after laying of cable.

#### **Technical Specification No.2**

This includes laying of single length cable size of **4core X 10sqmm** LT armoured aluminum Conductor XLPE Cable of 1.1kV Grade through excavation in soft/hard soil/Asphalt layer. The trench to be excavated 0.3meter wide and 0.6meter deep.

The cable should be placed inside RCC Half Round Pipe of minimum 90mm inner Diameter and 1 Meter length and such RCC Half Round Pipes must be placed in such a fashion so as to provide support under the cable with one half and covering over the cable with the other half.

The bed of 50mm of river sand shall be provided in the bottom of the excavated trench.

The RCC Pipe shall be laid over the bed of river sand. This includes filling of gaps by fresh river sand and filling the trench up to at least 300mm height from bottom by fresh river sand.

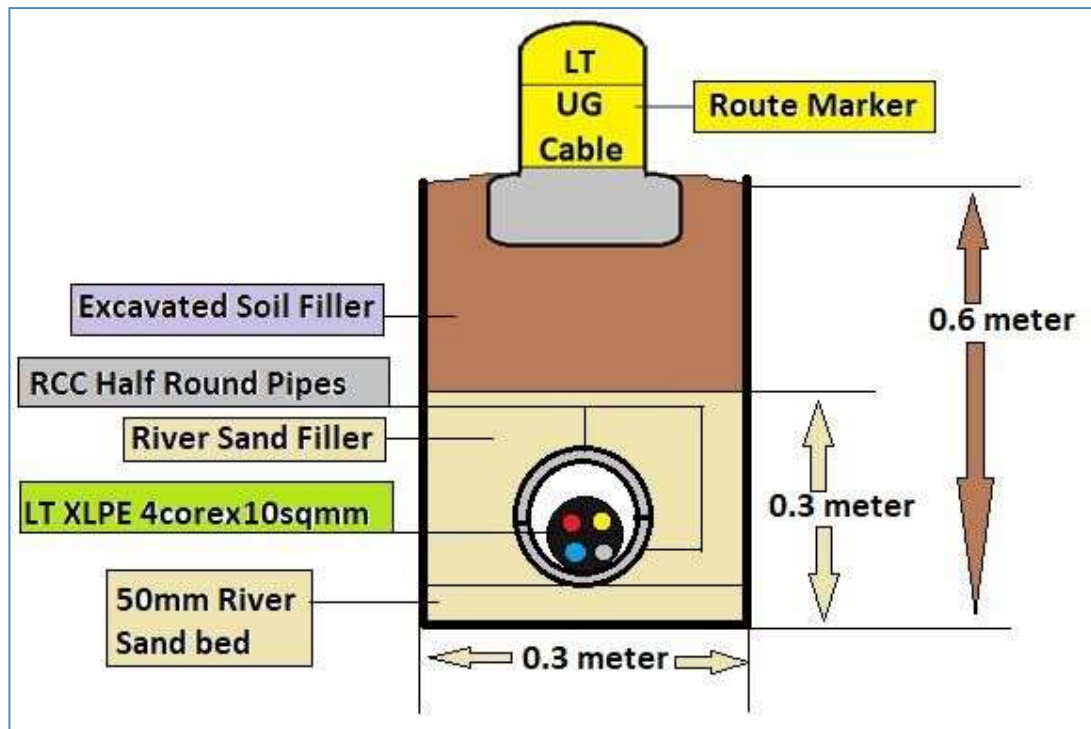
The remaining filling of the trench shall be done with the excavated stuff & should be watered and rammed properly to its original position.

The excess excavated stuff shall be disposed of from the Site of work and spread in low lying areas as directed by Engineer in Charge or his nominee.

This includes all labour and material as directed by Engineer-in-Charge.

The below figure indicates the expected arrangement of laying of cables:





The site requirement & position of fixing the markers will be decided by the Engineer-In-charge or his nominee. The type of route marker & letters to be written on the route marker will be decided while execution by the Engineer-in-charge. Route marker should be visible and the pedestal should be buried underneath the ground firmly by providing CC foundation.

Route Marker of C.C. (1:2:4) 150x150x750 (in mm) Concrete Stone (DPA Mark with Approved Yellow Color Embedded in Earth at least 200 mm below the ground Level at Approx. Distance 10 Meter or as directed by DPA Engineer-in-Charge.

Cable laying, shall include the route marker, cable tagging, dressing, removing the old unused cable (if any), appropriate size of glands & ferrule work as per site requirement etc. as directed by the DPA Engineer-in-Charge.

### Technical Specification No.3

This includes Laying 4core X 10sqmm LT armoured aluminum Conductor XLPE Cable of 1.1kV Grade by putting suitable diameter HDPE pipe, through road/RCC crossing. If the Road/RCC crossing length is more than length of HDPE seamless pipe, then the contractor shall join pipes and make a strong and trouble free connection so that pushing and pulling of cable within such pipes is unaffected and fuss free & then lay across the Road/RCC crossing. Single cable shall be passed through one pipe, the excavated stuff shall be disposed of from the Site of work and spread in low laying area as per the directions of DPA Engineer-in-Charge. The HDPE pipe should be laid using Horizontal Boring technique using Horizontal Drilling machines for all the Road/RCC crossings.

Cable laying, shall include the route marker, cable tagging, dressing, removing the old unused cable (if any), appropriate size of glands & ferrule work as per site requirement etc. as directed by the DPA Engineer-in-Charge.

### Technical Specification No.4A

The scope of work covers supply of GI Octagonal poles. It shall be the responsibility of the contractor to take the joint measurement and obtain DPA's approval before the placement of orders to the main supplier/manufacture.

The GI Octagonal poles should meet the requirements of the following standards and

rules:

- a) Indian Electricity Acts and Rules
- b) IS 226/ IS 2062
- c) BS 5649: part 6 1982
- d) IS 2629/IS 2633/IS 4759

Please note that among the various standards mentioned, most appropriate will be applied. All codes and standards mean the latest. Where not specified, the installation shall generally follow the Indian Standard Code of Practice and/or best engineering practices.

#### **4A.1 Design Consideration:**

- Poles shall be designed to withstand the maximum wind speed 159 km/hr & Maximum stress at design wind speed shall not exceed 80% of the strength of steel. The detail of top loading i.e. the weight and area of top luminaries should be worked out based on this consideration. Maximum deflection of the pole shall meet the requirement of BS 5649: part 6 1982.

#### **4A.2 Pole shaft:**

- The pole shall be hot dip galvanized as per IS 2629/IS 2633/IS 4759 standards with minimum coating thickness 65 microns.
- The pole shaft shall have shape octagonal, and it should be with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by Submerged Arc Welding process using state of the art know how.
- All Pole shafts shall be single piece and shall be provided with the rigid flange plate of suitable thickness with provision for fixing four bolts. This base plate shall be fillet welded to pole shaft at two locations i.e. from inside and outside and supports to be provided.

#### **4A.3 Terminal Box/Plate:**

- Integral Junction box consist of terminal plate of min. 6 mm Hylam sheet, standard profile 35 X 7.5mm DIN-Rail as per EN 50022 for MCB mounting and stud type terminal. All the light fittings have to be equipped with manual operation feasibility and complete safety and the same has to be done with installation of one single pole 240V 1A MCB provided in Terminal Box along with other accessories as per the requirement. Terminal plate shall be suitable for loop-in-loop-out of max. 4 core X 10 sqmm armoured cable.
- The cable shall be terminated at connector in the pole using ISI Marked PVC 1.1 KV grade insulating tape roll with appropriate colour code.
- There shall also be welded a clip of size 40mm X 40mm X 4mm for the purpose of earthing.

#### **4A.4 Door:**

- Door height shall be 1,500 mm above from the base plate and door opening should be hinged type with necessary special locking bolt. Suitable plate shall be provided for cable gland support. Pole drawing from manufacturer must be get approved from DPA.
- Door opening should be hinged type with necessary special locking bolt. Door should be minimum 500 mm. Suitable plate of min. 3 mm size shall be provided for cable gland support.
- The pole shall be adequately strengthened at the location of the door to complete for the loss in section.
- The door opening shall be carefully designed and reinforced welded steel rod, to avoid undue buckling of the cut section under heavy wind conditions.

#### 4A.5 Base Plate items:

- It shall be responsibility of contractor to clean foundation bolts and make foundation ready for installation.
- All Nut Bolts/fasteners/terminals shall be galvanised for anti-corrosive treatment. This item also includes J Bolt which shall be supplied by pole manufacturer only.

#### 4A.6 The detailed dimensions of Octagonal Poles are follows:

Height of Pole	O.D. TOP (Min.)	O.D. BOTTOM (Min.)	THICKNESS (Min.)	Preferable BASE PLATE (Min.)	Bolt Details	Length of J Bolt	Min. Size of Foundation (L x B x H in mm)
7 m	70	135	3 mm	225 x 225 x 16	4-M20	600 mm	500 X 500 X 1600

#### 4A.7 Material:

- **Octagonal Poles:** As per BSEN 10025 grade S355 J0. Yield strength Min. 355 N/mm<sup>2</sup> or equivalent national/international standard.
- **Foundation Bolts:** EN 8 grade
- **Base Plate:** Steel as per IS 226/ IS 2062

Please note that among the various standards mentioned, most appropriate will be applied and will be binding to contractor.

#### 4A.8 Testing of Poles:

- The Poles must be got tested/ inspected for all tests at manufacturer's works in presence of DPA's/TPI's representative before supply. The supplier must make all the arrangement for testing/inspection at manufacturer's works without any extra cost to the corporation. 7 days' clear prior notice should be given for testing/inspection. All the material/equipment/accessories must confirm to the relevant IS with its latest amendments.
- The Contractor has to make necessary arrangements for onsite checking of Galvanizing coating thickness of pole with valid calibrated meter prior to installation.
- All the material/equipment/accessories poles should be supplied with manufacturer's test certificates.

#### 4A.9 Pole Brackets:

- **Single arm 2.0 m suitable for Street Light LED 60W IP66 fitting**

Streetlight bracket, single or double arm, shall be manufactured and supplied from pole manufacturer only. It should be made from hot dip Galvanised as per IS 2629/ IS 2633/ IS 4759 standards and having the suitable spread & cap.

Tilt (Arm) angle must be maintained suitably to achieve maximum lux level out of the fitted luminaries.

Material should be B Class M.S. Pipe (As per IS: 1161/IS: 1239 with Latest amendment) of min. 3 mm thickness and having diameter suitable for pipe entry of luminaire with Horizontal spread of 1 m to 2 m.

Sleeve Tubing material should be B Class M.S. pipe (As per IS: 1161/IS: 1239 with Latest amendment) of min. 3 mm thickness sleeve tubing suitable for required size of pole top having 300mm height (Approximately 200mm overlapping on pole and remaining 100mm for adjustment of the luminaire mounting height) with nuts and bolts for fixing the brackets.

The bottom and top of the bracket's sleeve shall be manufactured in such a way that, it can be properly fit on the top of the pole/ snapped in tightly on the pole top and bracket's fitment on poles with/ without nut(s) and bolt(s) as per the requirements. Stiffener plate shall be provided with bracket. The drawing(s) shall be got approved from DPA. Bracket will also be tested at manufacturer's works along with the streetlight poles.

#### **4A.10PU Painting:**

The complete pole should be painted with one layer of anticorrosive paint and two layers of excellent quality PU Paint. The paint quality and colour have to be got approved prior to painting from DPA Engineer-in-Charge.

#### **Technical Specification No.4B**

The scope of work covers supply of GI Octagonal poles. It shall be the responsibility of the contractor to take the joint measurement and obtain DPA's approval before the placement of orders to the main supplier/manufacturer.

The GI Octagonal poles should meet the requirements of the following standards and rules:

- b) Indian Electricity Acts and Rules
- b) IS 226/ IS 2062
- c) BS 5649: part 6 1982
- d) IS 2629/IS 2633/IS 4759

Please note that among the various standards mentioned, most appropriate will be applied. All codes and standards mean the latest. Where not specified, the installation shall generally follow the Indian Standard Code of Practice and/or best engineering practices.

#### **4B.1 Design Consideration:**

- Poles shall be designed to withstand the maximum wind speed 159 km/hr & Maximum stress at design wind speed shall not exceed 80% of the strength of steel. The detail of top loading i.e. the weight and area of top luminaries should be worked out based on this consideration. Maximum deflection of the pole shall meet the requirement of BS 5649: part 6 1982.

#### **4B.2 Pole shaft:**

- The pole shall be hot dip galvanized as per IS 2629/IS 2633/IS 4759 standards with minimum coating thickness 65 microns.
- The pole shaft shall have shape octagonal, and it should be with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by Submerged Arc Welding process using state of the art know how.
- All Pole shafts shall be single piece and shall be provided with the rigid flange plate of suitable thickness with provision for fixing four bolts. This base plate shall be fillet welded to pole shaft at two locations i.e. from inside and outside and supports to be provided.

#### **4B.3 Terminal Box/Plate:**

- Integral Junction box consist of terminal plate of min. 6 mm Hylam sheet, standard profile 35 X 7.5mm DIN-Rail as per EN 50022 for MCB mounting and stud type terminal. All the light fittings have to be equipped with manual operation feasibility and complete safety and the same has to be done with installation of one single pole 240V 1A MCB provided in Terminal Box along with other accessories as per the requirement. Terminal plate shall be suitable for loop-in-loop-out of max. 4core X 10sqmm armoured cable.

- The cable shall be terminated at connector in the pole using ISI Marked PVC 1.1 KV grade insulating tape roll with appropriate colour code.
- There shall also be welded a clip of size 40mm x 40mm x 4mm for the purpose of earthing.

#### 4B.4 Door:

- Door height shall be 1,500 mm above from the base plate and door opening should be hinged type with necessary special locking bolt. Suitable plate shall be provided for cable gland support. Pole drawing from manufacturer must be get approved from DPA.
- Door opening should be hinged type with necessary special locking bolt. Door should be minimum 500 mm. Suitable plate of min. 3 mm size shall be provided for cable gland support.
- The pole shall be adequately strengthened at the location of the door to complete for the loss in section.
- The door opening shall be carefully designed and reinforced welded steel rod, to avoid undue buckling of the cut section under heavy wind conditions.

#### 4B.5 Base Plate items:

- It shall be responsibility of contractor to clean foundation bolts and make foundation ready for installation.
- All Nut Bolts/fasteners/terminals shall be galvanised for anti-corrosive treatment. This item also includes J Bolt which shall be supplied by pole manufacturer only.

#### 4B.6 The detailed dimensions of Octagonal Poles are follows:

Height of Pole	O.D. TOP (Min.)	O.D. BOTTOM (Min.)	THICKNESS (Min.)	Preferable BASE PLATE (Min.)	Bolt Details	Length of J Bolt	Min. Size of Foundation (L x B x H in mm)
7 m	70	135	3 mm	225 x 225 x 16	4-M20	600 mm	500 X 500 X 1600

#### 4B.7 Material:

- **Octagonal Poles:** As per BSEN 10025 grade S355 J0. Yield strength Min. 355 N/mm<sup>2</sup> or equivalent national/international standard.
- **Foundation Bolts:** EN 8 grade
- **Base Plate:** Steel as per IS 226/ IS 2062

Please note that among the various standards mentioned, most appropriate will be applied and will be binding to contractor.

#### 4B.8 Testing of Poles:

- The Poles must be got tested/ inspected for all tests at manufacturer's works in presence of DPA's/TPI's representative before supply. The supplier must make all the arrangement for testing/inspection at manufacturer's works without any extra cost to the corporation. 7 days' clear prior notice should be given for testing/inspection. All the material/equipment/accessories must confirm to the relevant IS with its latest amendments.
- The Contractor has to make necessary arrangements for onsite checking of Galvanizing coating thickness of pole with valid calibrated meter prior to installation.
- All the material/equipment/accessories poles should be supplied with manufacturer's test certificates.

#### 4B.9 Pole Brackets:

- **Double arms 2.0 m suitable for Street Light LED 60W IP66 fitting**

Streetlight bracket, single or double arm, shall be manufactured and supplied from pole manufacturer only. It should be made from hot dip Galvanised as per IS 2629/ IS 2633/ IS 4759 standards and having the suitable spread & cap.

Tilt (Arm) angle must be maintained suitably to achieve maximum lux level out of the fitted luminaries.

Material should be B Class M.S. Pipe (As per IS: 1161/IS: 1239 with Latest amendment) of min. 3 mm thickness and having diameter suitable for pipe entry of luminaire with Horizontal spread of 1 m to 2 m.

Sleeve Tubing material should be B Class M.S. pipe (As per IS:1161/IS:1239 with Latest amendment) of min. 3 mm thickness sleeve tubing suitable for required size of pole top having 300mm height (Approximately 200mm overlapping on pole and remaining 100mm for adjustment of the luminaire mounting height) with nuts and bolts for fixing the brackets.

The bottom and top of the bracket's sleeve shall be manufactured in such a way that, it can be properly fit on the top of the pole/ snapped in tightly on the pole top and bracket's fitment on poles with/ without nut(s) and bolt(s) as per the requirements. Stiffener plate shall be provided with bracket. The drawing(s) shall be got approved from DPA. Bracket will also be tested at manufacturer's works along with the streetlight poles.

#### **4B.10 PU Painting:**

The complete pole should be painted with one layer of anticorrosive paint and two layers of excellent quality PU Paint. The paint quality and colour have to be got approved prior to painting from DPA Engineer-in-Charge.

#### **Technical Specification No.5**

This includes making Cement Concrete Foundation for 7m Octagonal GI Poles. Reinforced Cement Concrete (RCC) foundation having Grade M20 along with necessary Foundation Bolt, Nuts, Washers with anchor plate and DWC pipe for cable access etc. shall be casted having minimum size as **LXBXH 500mmX500mmX1600mm** or recommended by pole manufacturer with necessary plastering and lime wash.

Also, J Bolt and Nut shall be covered with Cement Concrete/Plastering after installation and alignment of pole.

The item includes excavation, 3" PCC M10, necessary reinforcement recommended by pole manufacturing company, Shuttering and M20 grade CC from M20 grade CC. The Contractor should make necessary arrangement for curing required for the works at his own cost.

The site should be cleaned or excess material should be removed after the work is completed. While making foundation, best civil engineering practice(s) must be exercised. The Contractor must take approval of foundation drawing before carrying out the work. This section should be finished in decorative manner as directed by Engineer-in-charge.

#### **Technical Specification No.6**

This includes erection of 7m Octagonal GI Poles over the properly cured Cement Concrete Foundations along with all the relevant accessories and complete Electrical Connection. The Poles should be erected with excellent workmanship. This work also includes Pipe type earthing having 150cm long and 2.5cm diameter galvanized iron pipe with coupling and bush buried in specially

prepared earth pit complete with necessary 8 SWG earth wire,using salt and charcoal / coke as required for pipe type earthing for all the poles.

### **Technical Specification No.7**

Supply of **60W IP66** LED Street Lights (Bright White)

Requirements and Specifications:

- System power: 60W
- Power Factor greater than or equal to 0.9
- Nominal Voltage: 240V
- Colour Temperature (CCT): 5700K
- System Luminous Efficacy greater than or equal to 100
- System Lumens(lm): greater than or equal to 6000
- High performance electronic driver
- No harmful UV & IR radiations
- Operating temperature: -10° C to + 50° C
- Operating voltage range: 140 V-300 V
- Average life: 50000 hours
- Die-cast aluminium housing (heat sink) for efficient thermal management, sturdiness & high corrosion resistance.
- Cable gland for maintaining ingress protection.
- Powder coated metallic silver finish.
- High efficiency long life LED module with SMD LED package mounted on MCPCB.
- PC lens to ensure better uniformity of light distribution.
- Tempered protective custom moulded polycarbonate diffuser, thermal shock and impact resistant (IK-07) fixed to the housing by SS screws.
- An Integral, isolated electronic LED driver (SMPS based constant current supply) with lower THD, Output Open / Short Circuit protection, Over Voltage protection, Phase to Phase protection, Surge Voltage protection & other safety test as per IS 15885 Part-2/Sec 13.
- Suitable for pole mounting
- Minimum 2 years warranty

### **Technical Specification No.8**

This includes fixing of the **60W IP66** LED Street Lights (Bright White) over the GI Octagonal Poles appropriately over the arms of the Street Light poles as per the standard practice and excellent workmanship with complete wiring and termination.

This also includes necessary wiring & connections with 3 core flexible copper cable (Minimum 3core x 1.5sqmm copper cable) from Terminal Box of the pole (nearest source of supply) & necessary earth linking connections as per the IS Standards with all material, labour tools & tackles and as directed by DPA Engineer-In-charge.

### **Technical Specification No.9**

This work includes removal of old poles from the site and depositing the poles at the main store Kandla along with the removal of unwanted sight barriers and cleaning the site and making ground normal using excavators like JCB machine. There are approximately 15 old corroded poles to be removed and some unwanted site barriers to be removed and clearing the site.

The contractor is suggested to visit the site to ascertain the actual quantum of this work.

### **Technical Specification No.10**

This includes Supply of Rechargeable LED Hand Held Search Lights with the following features:

- Operating Range of minimum 1 kilometer
- Multiple modes of Operation including:
  - High Beam
  - Low Beam
  - Auto Flasher
- Minimum High Power 10W LED
- Water-Resistant ABS Body
- Adjustable Shoulder Strap for easy carry
- High Performance Battery with Minimum Operation Time of up to 5 hours
- Minimum 1 year Warranty

### **Technical Specification No.11**

This includes preparation of earth chamber with chemical treated back filled compound 85 mm diameter Pipe In Pipe GI Type 3 Mtr Depth, Maintenance free including all accessories & Masonry work Enclosure with cover plate. The value of earth pit shall be less than 5 ohm. A cement concrete (ratio of Cement:Sand:Metals should be 1:2:4) chamber of at least 30cm x 30cm shall be provided just below the surface of ground over the funnel for watering and having RCC/CI cover of suitable size as directed. This also includes removal of extra-excavated earth from the site. The work shall be carried out to entire satisfaction of Engineer-in-charge. This work includes all labour and material as directed by Engineer-in-Charge.

This work also includes supply at site, laying, fixing and connecting of G.I strip of size 25 x 3 mm from earth station to existing earthing system to L.T. panel, L.T switchgears, etc. as directed by DPA Engineer-in-Charge. The G.I strip also shall be laid from earth station to LT switch gears/panel etc. directly connected to main earth as directed and shall be clamped suitably on wall/floor or buried in the ground/pucca trench as directed by the DPA Engineer-in-Charge. The work includes all material & labour required and shall be done as directed by DPA Engineer-in-charge.

### **Technical Specification No.12**

This includes supply at site outdoor type FRP LT Distribution Box for lighting 7m Octagonal Poles mounted LED Street Lights.

The FRP LT Distribution Box shall be outdoor pedestal type with door, handle with locking arrangement and top canopy. The FRP LT Distribution Box shall be of suitable size; however, it shall be spacious for easy maintenance.

The FRP LT Distribution Box shall have following features:

- Protection Class: IP 65.
- Impact Resistance: IK 10
- FRP LT Distribution Box sheet thickness shall be minimum 4 mm.
- All panel edges and door edges shall be reinforced against distortion. Cut outs shall be true in shape and devoid of sharp edges.
- The complete structure shall be rigid, self-supporting free from vibration, twists & bends.
- Finished painted appearance of equipment shall present an aesthetically, pleasing appearance, free from dents and uneven surfaces.
- The FRP LT Distribution Box panel shall be provided with following electrical items:
  - Incomer – 4 Pole MCCB, 100A, 25 kA, 50Hz: 2 No. (1 connected & 1 Spare)
  - Outgoing – TPN MCB, 32A, 10kA, C Curve: 5 Nos. (3 connected & 2 Spare)



- Wiring: Internal with complete wiring with suitable size of flexible copper cable for Incoming to Outgoing, suitably bind with proper gap as per IS.
- 70A, 415V, 3 phase contactor with coil voltage 215-240 V: 2 No. (1 connected & 1 Spare)
- Digital Timer switch for switching, single phase operated: 1 No.

The FRP LT Distribution Box panel shall be complete in all respects having interconnection with PVC insulated cable single core, standard copper conductor of 650/1100V grade. The cable entry and exit shall be from bottom of the feeder pillar through appropriate glands as per applicable standards.

### **Technical Specification No.13**

This includes installation, testing & commissioning of FRP LT Distribution Box. FRP LT Distribution Box shall be installed on base frame (four leg) made of Stainless Steel (Grade SS 304) angle of size 25mm×5mm with leg length 800mm. The base frame shall have extended angle of suitable length for fixing of FRP LT Distribution Box. The FRP LT Distribution Box shall be erected on CC foundation of suitable size having height of 300mm above ground level and shall be grouted 500 mm below ground level by providing reinforced foundation of suitable design. The grouting portion shall be such that the height of the base frame should be 600mm above ground level. This work also includes termination of the incoming & outgoing Cable along with providing suitable size of glands & PVC shroud (Gland suitable for XLPE aluminium LT Incoming cable & LT Outgoing cable and necessary earth linking connection from earthing station by providing 8 SWG GI wire. The work includes all labour and material as directed by Engineer-in-charge.

**Seal & Signature  
of Contractor**

**XEN (E)  
Deendayal Port Authority**

## SECTION VI

### Bill of Quantities (BOQ)

"Upgradation of Power Supply including Lighting Arrangement at Periphery at Tuna Port".

Sr NO	Description	Qty	Unit	Per Unit Rate in INR	Total Price
1	Supply at site 4 Core X 10sqmm armoured LT aluminium conductor XLPE cable of 1.1KV grade of the following type & size as per IS: 7098 (Part - I) 1988 & as per technical specification no.1	2200	mtr		
2	Laying of 4 Core X 10sqmm armoured LT aluminium conductor XLPE cable of 1.1KV grade through excavation in soft/hard soil/Asphalt layer as per technical specification no.2	2100	mtr		
3	Laying of 4CoreX 10sqmmarmoured LT aluminium conductor XLPE cable of 1.1KV grade through through Road crossing as per technical specification no.3	100	mtr		
4	Supply at site 7m Octagonal GI Poles with Single arm as per Technical specification no.4A	75	Nos.		
5	Supply at site 7m Octagonal GI Poles with double arm as per Technical specification no.4B	15	Nos.		
6	Cement Concrete Foundation for 7m Octagonal GI Poles as per Technical Specification no.5	90	Nos.		
7	Erection of 7m Octagonal GI Poles as per technical specification no.6	90	Nos.		
8	Supply of 60Watt IP66 LED energy efficient street light fixture with Complete accessories for fixing on 7m Octagonal Poles as per Technical Specification no.7	120	Nos.		
9	Fixing of 60Watt IP66 LED energy efficient Street Light fixture with complete accessories as per Technical Specification no.8	105	Nos.		
10	Removal of old poles, digging for Pole Foundation and clearing unwanted sight barriers as per Technical Specification no.9	1	Complete Job		
11	Supply of Rechargeable LED Hand Held Search Light as per Technical Specification no.10	2	Nos.		
12	Supply, Installation, Testing and Commissioning of Chemical Earthing as per Technical Specification no.11	2	Nos.		

13	Supply of Outdoor Type FRP LT Distribution Box along with Electrical Switchgears as per Technical Specification no.12	2	Nos.		
14	Installation, Testing and Commissioning of FRP LT Distribution Box along with Electrical Switch gears as per Technical Specification no.13	2	Nos.		
<b>GRAND TOTAL</b>					

(In words:Rupees\_\_\_\_\_)

(NOTE: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges; but exclusive of GST)

**Signature & Seal  
Of Contractor**

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

