



**MECHANICAL ENGINEERING DEPARTMENT**

**ELECTRICAL DIVISION**

**TENDER NO. EL/WK/2799**

**Operation and maintenance of 66 KV Substation & OH/UG 66 KV Transmission line, AMC of HT/LT Electrical Installations of Residential & Non-Residential Buildings within Kandla premises including Tuna Port and Engagement of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years.**

Executive Engineer (E)  
Electrical Division  
Deendayal Port Authority  
7, Ground Floor,  
Port & Custom Building,  
New Kandla – 370 210.  
Phone No. (02836) 270209/270342  
Fax No. (02836) 270184/271010

**TENDER NOTICE NO.EL/WK/2799**

Name of work	Operation and maintenance of 66 KV Substation & OH/UG 66 KV Transmission line, AMC of HT/LT Electrical Installations of Residential & Non-Residential Buildings within Kandla premises including Tuna Port and Engagement of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years.																										
Estimated cost put to tender	<b>Rs. 16,17,97,406.00</b>																										
Tender fee :	<p>Rs. 10,000 + 01,800 (GST) Present rate of GST is 18 % Through online transfer in PNB bank account no. 2177000100053705 - Deendayal Port Authority - (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 <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 – D</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr><tr><td>Division – 35</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr><tr><td>Group - 351</td><td>Electric power generation, transmission and distribution</td></tr><tr><td>Class – 3510</td><td>Electric power generation, transmission and distribution</td></tr><tr><td>Sub Class - 35109</td><td>Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.</td></tr></table> <p style="text-align: center;"><b>OR</b></p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – F</td><td>CONSTRUCTION</td></tr><tr><td>Division – 42</td><td>CIVIL ENGINEERING</td></tr><tr><td>Group - 422</td><td>Construction of utility projects</td></tr><tr><td>Class – 4220</td><td>Construction of utility projects</td></tr><tr><td>Sub Class - 42202</td><td>Construction/erection and maintenance of power, telecommunication and transmission lines</td></tr></table> <p style="text-align: center;"><b>OR</b></p> <table><tr><th>Level</th><th>Description</th></tr></table>	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group - 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.	Level	Description	Section – F	CONSTRUCTION	Division – 42	CIVIL ENGINEERING	Group - 422	Construction of utility projects	Class – 4220	Construction of utility projects	Sub Class - 42202	Construction/erection and maintenance of power, telecommunication and transmission lines	Level	Description
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Last date of downloading	14/07/2023 upto 14:00	
Last date and time of submission of E-tender	14/07/2023 upto 14:30 only on website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> :	
Pre-bid meeting	30/06/2023 @ 15:00 Hrs. in the Old Board Room, A. O. Building, Gandhidham	
Date and time for opening of E-tender	14/07/2023 at 15:00 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.		

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

**NOTICE INVITING ON LINE TENDER**

<b>Department Name</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Electrical Division, Port & Customs Building, Ground Floor, New Kandla-(Kutch)-370210
<b>Tender Notice No.</b>	EL/WK/2799
<b>Name of Project</b>	Operation and maintenance of 66 KV Substation & OH/UG 66 KV Transmission line, AMC of HT/LT Electrical Installations of Residential & Non-Residential Buildings within Kandla premises including Tuna Port and Engagement of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years.
<b>Name of Work</b>	Operation and maintenance of 66 KV Substation & OH/UG 66 KV Transmission line, AMC of HT/LT Electrical Installations of Residential & Non-Residential Buildings within Kandla premises including Tuna Port and Engagement of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years.
<b>Estimated Contract Value (INR)</b>	<b>Rs. 16,17,97,406.00</b>
<b>Period of Completion (in Months)</b>	36 months from the date of issue of work order
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Pre-Qualification Criteria</b>	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfil 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 at least ₹ 01,64,59,741.00 certified by Chartered Accountant.</p> <p>b) Experience of having successfully completed or substantially completed or ongoing 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>i) Three similar completed or substantially completed or ongoing works each costing not less than the amount equal to ₹ 02,19,46,321.00</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed or substantially completed or ongoing works each costing not less than the amount equal to ₹ 02,74,32,901.00</p> <p style="text-align: center;">Or</p> <p>iii) One similar completed or substantially completed or ongoing work costing not less than the amount equal to ₹ 04,38,92,642.00</p>

Note:

(1) 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.

(2) In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate / or any other relevant document from the Employer for the completed period of contract up to the date prior to 7 days before submission of tender, indicating there in the value of contract and the period which qualifies him.

c) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.

The available bid capacity will be calculated as under:

Assessed Available Bid capacity =  $A \times N \times 2 - B$ ,

Where,

"N" = Number of years prescribed for completion of the subject contract.

"A" = Maximum value of works executed in any one year during last seven years (at current price level).

"B" = Value at current price level of existing commitments and on-going works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

Finan cial Year	2022 -23	2021 -22	2020- 21	2019- 20	2018- 19	2017- 18	2016- 17
Index	152. 5	139.4	123.4	121.8	119.8	114.9	111.6
Multip lying Factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37

**IMPORTANT: a) The value of annual turnover is not to be considered towards "A" as mentioned in the formula.**

**b) The information may be provided as per the format given at Section-XIII**

d) 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.

**IMPORTANT:**

**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.**

**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.**

**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.**

(e) The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of any states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

(f) Upload duly signed document given at Section-VIII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).

(g) The bidder shall have the experience in power trading, for which copy of Power Purchase Agreement with DISCOM (during last 7 years ending last day of month previous to the one in which applications are invited) shall be submitted. The said agreement will be considered irrespective of quantum / amount.

(h) The bidder shall have the experience of at least one work of Operation & Maintenance of HT substation & switchyard of minimum 66 kV capacity. The said completed or substantially completed or ongoing work (during last 7 years ending last day of month previous to the one in which applications are invited) will be considered irrespective of amount.

	<p style="text-align: center;"><b>Similar works means</b></p> <p>Bidder shall have experience of advisory services for DISCOM in Power scheduling from IEX or any other power trading platform, regulatory matters; Operation &amp; Maintenance of Power Distribution network of at least 66 / 11 Kv; supervision of capex planning.</p> <p style="text-align: center;">OR</p> <p>Bidder shall be Distribution Licensee or a Power Distribution franchise or a company having the experience of power distribution &amp; its operation and maintenance, power management &amp; scheduling, metering, billing, loss monitoring and deduction, regulatory &amp; statutory affairs (appointed directly by Distribution Licensee).</p> <p style="text-align: center;">OR</p> <p>Bidder shall have experience in the field of advisory services in connection of power distribution, Power Scheduling, selling, filing petition of tariff, accounts, audit works required for DISCOM (Distribution Company) with or without experience in Operation &amp; Maintenance of HT substation &amp; switchyard of minimum 66 kV capacity.</p>
<b>Joint Venture</b>	<b>Not Allowed</b>
<b>Rebate</b>	<b>Not applicable</b>
<b>Bid Document Fee:</b>	<p>Rs. 10,000 + 01,800 (GST) Present rate of GST is 18% Through on line transfer in PNB bank account no. 2177000100053705 - Deendayal Port Authority - (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>



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	Group - 702	Management consultancy activities
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<b>Bid Document Fee Payable To:</b>	Through online transfer in PNB bank account no. 2177000100053705 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.	
<b>Bid Security/ EMD (INR) :</b>	<b>₹ 16,17,974.00</b> In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham in <b>favour of Deendayal Port Authority, Gandhidham</b> . <b>The bank guarantee should be submitted as per the format given in Section- XIV</b> . Scanned copy to be uploaded on (n) procure website while uploading the bid. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The	

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**Bid Security/ EMD (INR)  
In Favor of :**

In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham. **The bank guarantee should be submitted as per the format given in Section- XIV.**  
Scanned copy to be uploaded on (n) procure website while uploading the bid.

<b>Bid Document Downloading Start Date</b>	<b>14/07/2023</b>																										
<b>Bid Document Downloading End Date</b>	<b>14/07/2023 up to 14:00 Hrs.</b>																										
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>30/06/2023 @ 15:00 Hrs. at A.O. Building, Gandhidham</b>																										
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>14/07/2023 @ 14:30 Hrs.</b>																										
<b>Bid Validity Period</b>	<b>120 Days</b>																										
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	<p>3) Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required to be submitted in preliminary bid.</p> <p><b>Accordingly, technical offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity Pact (duly signed by bidder and witnesses) are received electronically in preliminary submission.</b></p>	
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary and technical bid.	
Bid Opening Date	Technical Bid will be opened on 14/07/2023 @ 15:00 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>Tender fees plus GST:</b> Through online transfer in PNB bank account no. 2177000100053705 - Deendayal Port Authority - (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 <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>	

Level	Description
Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class – 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

OR

Level	Description
Section – F	CONSTRUCTION
Division – 42	CIVIL ENGINEERING
Group – 422	Construction of utility projects
Class – 4220	Construction of utility projects
Sub Class - 42202	Construction/erection and maintenance of power, telecommunication and transmission lines

OR

Level	Description
Section – M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES
Division – 70	Activities of head offices; management consultancy activities
Group – 702	Management consultancy activities
Class – 7020	Management consultancy activities
Sub Class - 70200	Management consultancy activities

c) **EMD:-** In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham **favour of Deendayal Port Authority, Gandhidham** .The bank guarantee should be submitted as per the format given **in Section-XIV**.

Scanned copy to be uploaded on (n) procure website while uploading the bid.

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 – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class – 3510	Electric power generation, transmission and distribution
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Division – 70	Activities of head offices; management consultancy activities
Group – 702	Management consultancy activities
Class – 7020	Management consultancy activities
Sub Class - 70200	Management consultancy activities

d) Integrity pact duly signed by bidder and witnesses.

e) Documents Mentioned in Eligibility Criteria.

Officer- Inviting Bids:	Executive Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Executive Engineer (E)
Address:	Executive Engineer(E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210

Contact Details :	Executive Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-270209, 270342/9825227048. Fax No. 02836 270184.
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**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)

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



## **SECTION – I**

### **INSTRUCTION TO BIDDERS**

#### **A. GENERAL**

##### **1. Scope of Bid**

- 1.1 The Executive Engineer (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:

Sr. No	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 atleast ₹ 01,64,59,741.00 Certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant.

<p>(b)</p>	<p>Experience of having successfully completed or substantially completed or ongoing 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>Three similar completed or substantially completed or ongoing works each costing not less than the amount equal to ₹ 02,19,46,321.00</p> <p style="text-align: center;">Or</p> <p>Two similar completed or substantially completed or ongoing works each costing not less than the amount equal to ₹ 02,74,32,901.00</p> <p style="text-align: center;">Or</p> <p>One similar completed or substantially completed or ongoing work costing not less than the amount equal to ₹ 04,38,92,642.00</p> <p>Note:</p> <p>(1) 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>(2) In case of ongoing contracts, the tenderer shall submit satisfactory performance certificate / or</p>	<p>(a) A copy of the certificate in respect of the successfully completed / substantially completed / ongoing 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 / substantially completion / ongoing work 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 certificate.</p>
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	any other relevant document from the Employer for the completed period of contract up to the date prior to 7 days before submission of tender, indicating there in the value of contract and the period which qualifies him.	
	Similar works means	<p>Bidder shall have experience of advisory services for DISCOM in Power scheduling from IEX or any other power trading platform, regulatory matters; Operation &amp; Maintenance of Power Distribution network of at least 66 / 11 Kv; supervision of capex planning.</p> <p style="text-align: center;">OR</p> <p>Bidder shall be Distribution Licensee or a Power Distribution franchise or a company having the experience of power distribution &amp; its operation and maintenance, power management &amp; scheduling, metering, billing, loss monitoring and deduction, regulatory &amp; statutory affairs (appointed directly by Distribution Licensee).</p> <p style="text-align: center;">OR</p> <p>Bidder shall have experience in the field of advisory services in connection of power distribution, Power Scheduling, selling, filing petition of tariff, accounts, audit works required for DISCOM (Distribution Company) with or without experience in Operation &amp; Maintenance of HT substation &amp; switchyard of minimum 66 kV capacity.</p>
(c)	Tax Deducted at Source (TDS) for Similar Work (if work is issued by Private Body)	<p>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><u>IMPORTANT:</u></b></p> <p><b><u>The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of</u></b></p>

	<p><u>the payment received from the client, should be highlighted.</u></p> <p><u>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.</u></p> <p><u>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.</u></p>																								
(d)	<p>Assessed Available Bid capacity = <math>A \times N \times 2 - B</math>, Where, "N" = Number of years prescribed for completion of the subject contract. "A" = Maximum value of works executed in any one year during last seven years (at current price level). "B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years. Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.</p> <table><tr><td>Finan cial Year</td><td>2022 -23</td><td>2021 -22</td><td>2020- 21</td><td>2019- 20</td><td>2018- 19</td><td>2017- 18</td><td>2016- 17</td></tr><tr><td>Index</td><td>152. 5</td><td>139.4</td><td>123.4</td><td>121.8</td><td>119.8</td><td>114.9</td><td>111.6</td></tr><tr><td>Multip lying Factor</td><td>1.00</td><td>1.09</td><td>1.24</td><td>1.25</td><td>1.27</td><td>1.33</td><td>1.37</td></tr></table> <p>The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <p><b>IMPORTANT: a) The value of annual turnover is not to be considered towards "A" as mentioned in the formula.</b></p> <p><b>b) The information may be provided as per the format given at Section-XIII</b></p>	Finan cial Year	2022 -23	2021 -22	2020- 21	2019- 20	2018- 19	2017- 18	2016- 17	Index	152. 5	139.4	123.4	121.8	119.8	114.9	111.6	Multip lying Factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37
Finan cial Year	2022 -23	2021 -22	2020- 21	2019- 20	2018- 19	2017- 18	2016- 17																		
Index	152. 5	139.4	123.4	121.8	119.8	114.9	111.6																		
Multip lying Factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37																		
(e)	<p>The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of any states without which the tender shall not be accepted.</p>																								

	Contractor shall submit certificate and copy of the license in lieu of the same for consideration.
(f)	Upload duly signed document given at Section-VIII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).
(g)	The bidder shall have the experience in power trading, for which copy of Power Purchase Agreement with DISCOM (during last 7 years ending last day of month previous to the one in which applications are invited) shall be submitted. The said agreement will be considered irrespective of quantum / amount.
(h)	The bidder shall have the experience of at least one work of Operation & Maintenance of HT substation & switchyard of minimum 66 kV capacity. The said completed or substantially completed or ongoing work (during last 7 years ending last day of month previous to the one in which applications are invited) will be considered irrespective of amount.

- 4.2 All bidders shall scan and forward the following information and documents with their bids.
- 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.
  - 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.
  - 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.
  - 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.
  - Duly filled Forms mentioned in Section – IV- Part – I.
  - PAN, Registration with GST, Provident Fund Authorities.
  - Valid Electrical Contractor License issued by respective State.
  - EMD = In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham in **favour of Deendayal Port Authority, Gandhidham** .The bank guarantee should be submitted as per the format given in **Section-XIV**. 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 – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class – 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

OR

Level	Description
Section – F	CONSTRUCTION
Division – 42	CIVIL ENGINEERING
Group - 422	Construction of utility projects
Class – 4220	Construction of utility projects
Sub Class - 42202	Construction/erection and maintenance of power, telecommunication and transmission lines

OR

Level	Description
Section – M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES
Division – 70	Activities of head offices; management consultancy activities
Group - 702	Management consultancy activities
Class – 7020	Management consultancy activities
Sub Class - 70200	Management consultancy activities

i.

Tender Fee :- Through on line transfer in PNB bank account no. 2177000100053705 - Deendayal Port Authority - (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.

<b>Level</b>	<b>Description</b>
Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
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- j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- k. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- l. Power of attorney (dully accompanied by resolution of Board in case of company).
- m. Qualifications and experience of key site management and technical personnel proposed for the contract.
- n. 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.
- o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- p. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.

- q. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
  - r. 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.
  - s. 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.

## **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/WK/2799**
- **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**
- **Section VII** : **Drawings (Not Applicable)**
- **SECTION VIII** : **Evidence Towards site visit.**
- **SECTION IX** : **Approved Make list of electrical items**
- **SECTION X** : **Maintenance schedule**
- **SECTION XI** : **Format for Work Permit**
- **SECTION XII** : **Line clearance format**
- **Section XIII** : **Format for submitting information for bid capacity**
- **Section XIV** : **EMD Bank Guarantee Format**

9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through online 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>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **10.2 Pre-Bid meeting**

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on 30/06/2023 @ 15:00 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.

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>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](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 Fee 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. EMD**

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

The tender shall be accompanied by Earnest Money Deposit of **Rs. 16,17,974.00** (Rupees Sixteen lakh seventeen thousand nine hundred seventy four only) in the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham **favour of Deendayal Port Authority, Gandhidham**. The bank guarantee should be submitted as per the format given in **Section-XIV**. The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. 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.

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Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
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Sub Class – 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

OR

Level	Description
Section – F	CONSTRUCTION
Division – 42	CIVIL ENGINEERING
Group – 422	Construction of utility projects
Class – 4220	Construction of utility projects
Sub Class - 42202	Construction/erection and maintenance of power, telecommunication and transmission lines

OR

Level	Description
Section – M	PROFESSIONAL, SCIENTIFIC AND TECHNICAL ACTIVITIES
Division – 70	Activities of head offices; management consultancy activities
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Class – 7020	Management consultancy activities
Sub Class - 70200	Management consultancy activities

**(a) EMD**

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 9) as 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) 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/WK/2799  
 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 Executive Engineer (E) within 7 days from the date of opening of preliminary bid & technical bid.

The envelopes shall be addressed to:

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

(b) bear the following identification:

"Operation and maintenance of 66 KV Substation & OH/UG 66 KV Transmission line, AMC of HT/LT Electrical Installations of Residential & Non-Residential Buildings within Kandla premises including Tuna Port and Engagement of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years."

Bid reference No. EL/WK/2799

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> not later than 14/07/2023 up to 14:30 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> 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> 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> 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> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> 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 Bid security i.e., EMD and tender fees 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> and [www.deendayalport.gov.in](http://www.deendayalport.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 Securing Declaration Form 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 (modified as cl. 12 of Section III)**

- 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**

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

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee, or Demand Draft within 21 days, on receipt of Letter of Intent and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited. The Port 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.
- 3) 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.
- 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 is 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) If applicable, 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.

**34. Issue of Work Order (This clause may be read with clause no. 1 of Section-III)**

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 thirty-six (36) month from the date of Work Order. The contract period is extendable to a period of twelve months on the same rate of third year, terms and condition on mutual consent.

**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**

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

## **SECTION – II**

### **GENERAL CONDITIONS OF CONTRACT**

#### **GENERAL CONDITIONS**

**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, a body corporate 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. **(This clause is superseded by clause no. 2 of Section III)**

- 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. 20% 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. 90% of item rate covers only laying/fixing/installation.
- iv. Remaining 10% 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: (Modified as per Clause No. 3 under Special Conditions, Section-III)**

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 D.P.T 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 (This clause is superseded by clause no. 4 of Section III)**

- 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 (read with clause no. 11 of Section III)**

**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 Section -VI:**

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 afore-mentioned 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 (Superseded by clause no. 5 of Section-III)**

- (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: (Modified as per Clause No. 6 under Special Conditions, Section-III)**

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 (This clause is superseded by clause no. 7 of Section III)**



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. Electrical Supervisor Certificate:**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of the respective state 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**

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

### **SECTION –III**

#### **SPECIAL CONDITIONS**

**(These special conditions will supersede the General Condition of Contract and ITB wherever applicable.)**

**1. Issue of work order (This clause may be read with clause No. 34 of Section-I)**

The work order will be issued on the submission and acceptance of the following documents:

<b>Sr. No.</b>	<b>Description</b>	<b>Time period for submission</b>
1	Duly signed agreement along with the required documents.	14 days from the date of receipt of LOI
2	Performance guarantee of appropriate value and in format, prescribed.	21 days from the date of receipt of LOI
3	Bringing the tools & tackles on site mentioned in PART-I & PART-II of Section V.	21 days from the date of receipt of LOI
4	Submission of the staff profile as per Scope of Work (PART-I & PART-II) of Section V respectively.	21 days from the date of receipt of LOI
5	Photo ID issued by the contractor in respect of the staff engaged by the contractor	21 days from the date of receipt of LOI
6	Bringing the consumables as per as per Scope of Work (PART-I & PART-II) of Section V	21 days from the date of receipt of LOI
7	Copy of insurance	21 days from the date of receipt of LOI
8	Policy Verification Certificate of all the staff engaged by the contractor as per the tender condition	21 days from the date of receipt of LOI
9	List of material as per Sr. No. 2 (b) (1) of Section – III for approval of EIC	21 days from the date of receipt of LOI
10	Copy of RC Books of vehicles to be submitted by the contractor during the contract period	21 days from the date of receipt of LOI

**2. Payment Terms: (The Clause No. 7 of Section –II is modified as under)**

**For Part I & Part II:**

All payments shall be made in Indian rupees unless specifically mentioned.

(a) Monthly RA bill payment:- On monthly basis proportionately of amount of respective year. Monthly AMC and O&M payment will be released on the submission of bill in the prescribed format along with invoice in triplicate and spiral binding of following documents.

Documents to be submitted	
1	Duly filled applicable maintenance schedule filled up and complete in all respect with a specific certificate from the EIC that the maintenance work has been carried out by the contractor is satisfactorily.
2	Copy of Labour Licensee issued by ALC (if applicable and to be given only once except in case extension or issue of new labour license after it's validity period)
3	Duly filled in labour report for the billing period
4	Statement showing the name employees engaged during the billing period, designation and minimum monthly pay as declared by the ALC / Central government.
5	A copy of the bank statement or pass books showing the corresponding amount of payment credited during the billing period. The salary is mandatory to be credited in the bank account of the staff engaged by the contractor.
6	TPIA certification of billing period.
7	Compliance of the observations, if any, raised by TPIA during previous bill.
8	A certificate that PPE kit has been provided to the staff engaged by the contractor.
9	Copy of insurance policy (To be given only once except in case of extension or renewed insurance policy)
10	A certificate mentioning about any change in the staff engaged during the billing period. If any changes in staff has been made, the staff profile as per Scope of Work (PART-I & PART-II) of Section V and their police verification certification are required to be submitted.
11	Submission of the attendance sheet of the staff.
12	A certificate duly signed by EIC that the register required for documentation as per Scope of Work (PART-I & PART-II) of Section V has been prepared & updated by the contractor in all respect during the billing prepared.
13	Duly filled in maintenance schedule applicable during the billing period.
14	A copy of combined challan generated from website of Employees' Provident Fund Organization and a challan statement prepared by the contractor showing the details of deduction of subscription at the applicable rates (present rate is 12%) done by the contractor from the salary of the staff engaged by the contractor for the work should be submitted. In the challan statement the PF No. And UAN No. Of each staff engaged by the contractor should invariably mentioned. No postponement of the provident fund deduction will be allowed.
<b>Note:</b> (i) 1 <sup>st</sup> RA bill will be accepted for payment only after receipt of the material as per Sr. No. (1) of below mentioned Table -A of Section - III. (ii) The RA bill for the payment after 365 days from the date of issue of work order will be accepted after completion of filtration of transformer oil along with other deliverables at that time and the same should be followed for the successive years. (iii) The final bill for payment will be accepted after filtration of transformer oil. (iv) The payment of final bill will be subject to handing over of port quarter and office spaces, if any, allotted to the contractor and clearance of all outstanding dues. (vi) If applicable, 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.	

<b>Table – A</b>		
Sr. No.	Quantity of material	Delivery schedule
1	50% of quantity of each item as per Scope of Work (PART-I & PART-II) of Section V	Within 45 days from the date of issue of work order.
2	30% of quantity of each item as per Scope of Work (PART-I & PART-II) of Section V	Between 365 days and 547 days from the date of issue of work order.
3	20% of quantity of each item as per Scope of Work (PART-I & PART-II) of Section V	Between 547 days to 730 days from the date of issue of work order
Note: No part supply of the quantity will be accepted.		

### **For PART- III**

#### **Part A: Advisory Support & Part B: Distribution Services Support:**

On monthly basis proportionately of amount of respective year.

#### **Part C: Energy Auditing and Illumination Survey:**

The payment terms have been shown separately for Energy Auditing and Illumination Survey:

- Payment Terms for **Part-C (a)** - Energy Auditing shall be:
  - Payment shall be made 70% of the total fee for Part A, on submission of Draft Report. The payment shall be made after verification of the bills/invoices by EIC.
  - Payment shall be made 30% of the total fee for Part A, on submission of Final Report after acceptance by the Engineer In-charge. The payment shall be made after verification of the bills/invoices by EIC.
- Payment Terms for **Part-C (b)** – Illumination Survey shall be:
  - Payment shall be made 70% of the total fee for Part A on submission of Draft Report. The payment shall be made after verification of the bills/invoices by EIC.
  - Payment shall be made 30% of the total fee for Part A, on submission of Final Report after acceptance by the Engineer In-charge. The payment shall be made after verification of the bills/invoices by EIC.

#### **Part D: Supervision of Capex Planning:**

- For Part III (D) (1): 100% payment will be made as per BoQ norm.
- For Part III (D) (2):
  - First tranche equal to 50% of the applicable fee (w.r.t. tender award cost) plus applicable tax, on award of work;
  - Second tranche equal to 50% of the applicable fee (w.r.t. tender award cost) plus applicable tax, on completion of the said work.

#### **NOTE:**

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

Bank Payment Agreement Form

- :- NEFT payment or  
RTGS payment

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.

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.

- 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.

(b) The staff deployed for Part-III i.e. for Service Operator and Advisory Services shall have to perform their duties from 10:00 to 18:00 Hrs. from Monday to Saturday at Kandla Office. The attendance of the staff to be submitted to EIC daily at 10:30 Hrs. In case of absent from their respective duties, penalty at the rate of Rs. 1000.00 per day per person will be levied. The penalty will be relaxed for category No. 5 (Manager-Power Purchase and CRM). However, if any of the category is on official tour with the permission of EIC, penalty will

not be imposed for the particular official tour period.

- (c) If any of the staff for the entire contract, leave/quit the service or proceed on leave, then the contractor shall provide the replacement within two months and till then the contractor shall manage the schedule of man power on OT where the staff are working on shifts. However, for general shift staff, the penalty @ Rs. 1000/- per day will be imposed on the contractor for the absence period.

(III) **Vehicle**

The vehicle is required to be provided by the contractor from the day of commencement of work. If the vehicle not made available/not in working condition/non availability of driver or any other reasons, on any day, penalty at the rate of Rs 2500/- per vehicle per day will be levied for Part-I & II; till the vehicle is ready for plying.

(IV) **Non-use of PPE by the staff engaged by the contractor.**

In case it is noticed that any of the staff engaged by the contractor are working on the site without PPE, a penalty of Rs. 500/- per person per incident will be levied for Part-I & II.

(V) **Non-functioning of Diesel Generator Set**

In the event of any requirement, if DG set is found to be non-functioning, it will be considered as poor maintenance of the contractor and penalty of Rs. 1000/- per incident for Part-II, will be levied till the DG set starts functioning. The DG Set should function in auto mode.

(VI) **Taking shutdown without work permit**

It is found that the contractor has taken up the specific work as envisaged in the Work permit form and for the purpose of shutdown a without obtaining the permission in the Work Permit Format given at Section-XIII, a penalty of Rs. 500/- per such incident for Part-I & II will be levied. This lapse on the part of the contractor will be specifically reflected in the completion certificate.

(VII) **Not Taking Line Clearance**

While carrying out maintenance work at sub stations and downstream, Line clearance is invariably required to be obtained from the concerned official not below the rank of Jr. Engineer failing which a penalty of Rs. 500/- per such incident will be levied for Part-I & II. This lapse on the part of the contractor will be specifically reflected in the completion certificate.

(VIII) **Tools and tackles & Measuring Instruments**

In case during the inspection if any instruments mentioned in Scope of Work (PART-I & PART-II) of Section V, which required to be kept by the contractor during the contract period as per the tender condition, are not available, penalty at the rate of Rs.: 100/- per measuring instrument per day and Rs. 50/- per tool per day and part thereof will be recovered for Part-I & II from the payment due to the contractor till such tools are brought back by the contractor.

(IX) **Attending the complaints**

The contractor is required to attend the complaint within 15 minutes from the time of receipt of the complaint by way of (through mobile/text message/whatsapp/email or through any other mode of communication which will be subsequently recorded in site order book or complaint register, failing which penalty of Rs. 500.00 per such delay will be imposed for Part-II.

- (X) Contractor has to maintain 95% power availability on monthly basis for each feeder for Part-I and Part-II of the tender (subject to the power availability from GETCO/PGVCL). If the power availability is below 95% then penalty will be deducted 0.5% the monthly bill of PART-I and Part-II.
- (XI) During scheduling of Power from IEX / Any Power Trading Agency, if the scheduling exceeds more than tolerance value of pre-determined scheduling and if penalty imposed on DPA, the said penalty amount will be fully deducted from Contractor's Running Bill. There by it is directed to schedule power purchase accordingly.

5. **Employer's Obligation:**

**(The Clause No. 30 (I) to (iv) of Section-II is replaced as under)**

- (i) Two quarters will be allotted by DPA at Gopalpuri Colony on chargeable basis as per prevailing license fee, water charges, sanitation charges and electricity charges as per DPA Norms during the tenure of contract subject to availability and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated.
- (ii) Subject to availability an office space & a room for keeping tools, tackles, consumables etc. will be allotted and its electricity bill are to be borne by contractor as per DPA Norms.
- (iii) Providing transformer oil to the contractor free of cost for oil filtration of transformers.

6. **Third Party Inspection:**

**The Clause No. 46 (Third Party Inspection:) of General Condition of Contract (GCC), Section-II is modified and shall be read as under:**

DPA shall appoint the TPIA for monitoring the work of PART-I& II (TPI is not applicable for PART-III), if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by Contractor before the next schedule visit. The TPIA / DPA Engineer-in-charge will check and certify the same. Payment for subsequent month may withhold if any quarries raised by TPIA are not complied by Contractor (under the scope of works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

7. **Tools & Tackles:**

**(The Clause No. 52 of Section-II is replaced as under)**



All the tools and tackles as mentioned in Scope of Work (PART-I & PART-II) of Section V, will have to be arranged by the contractor at his own cost for executing the work. 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.

8. **Supply of material of particular brands/Make**

The contractor shall supply the materials of only the particular brands/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.

9. **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 no- responsive.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counterparty" means "Vendor / Supplier / Contractor".

If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, 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.

10. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTRI so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed Input tax credit due to failure on part of the contractor / service provider / Supplier etc. it will be a financial loss to DPA and therefore same shall be recovered from the payment / deposit o the contractor / service provider / Supplier.

11. **Variation (This clause may be read with clause no. 12 of Section-II.)**

Where the quantity supplied/miscellaneous work by the contractor is exhausted during the currency of the contract and if any requirement arises prior to completion of the contract, variation in Quantities of PART "I and II" shall be considered by DPA. 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.

12. **Evaluation and Comparison of Bids (Cl. 27 of Section I is modified as below)**

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

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

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.

For price bid evaluation purpose, following components at Part III (D) will be clubbed with remaining part I, II, III (A, B, C) and accordingly, L1, L2, L3... will be identified:

S/N	Description	Quoted % of work	Amount for evaluation
(D) Supervision of Capex Planning and Implementation			
2	For repair & capital Works amounting to		
A	Less than 5 Cr	_____ % of actual award cost of work	Rs. = 5,00,000,00 x Quoted %
B	5 Cr and up to 20 Cr	_____ % of actual award cost of work	Rs. = 20,00,000,00 x Quoted %
C	More than 20 Cr & up to 100 Cr	_____ % of actual award cost of work	Rs. = 100,00,000,00 x Quoted %
Total amount of Part III (D)			

**Signature & Seal of  
Contractor**

**Executive Engineer (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)

To  
The EXECUTIVE ENGINEER  
DEENDAYAL PORT AUTHORITY  
(Address \_\_\_\_\_)

Pin Code: \_\_\_\_\_  
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(EL/WK/\_\_\_)**
- (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)

**Form -2**

**Specimen format for Pre-qualification of bidders**

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.	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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.

(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.
- (f) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date:

\_\_\_\_\_Place: \_\_\_\_\_

Name of Applicant: \_\_\_\_\_

Represented by (Name & capacity) \_\_\_\_\_

**SPECIMEN LETTER OF AUTHORITY FOR**  
**SUBMISSION OF BID**

(To be executed on Rs.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**

**[As uploaded separately]**

**LETTER OF INTENT FORMAT**

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

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/WK/  
(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 Rs.\_\_\_\_\_.

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 Rs.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 of 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 \_\_\_\_\_ and / or agreed to deposit the security deposit as follows for the due fulfillment of all the conditions of the contract.

- 1) Rs. \_\_\_\_\_ paid in cash/ in form of FDR/SDR towards earnest money to be treated as Security Deposit.
- 2) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills.

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 contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

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

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

Secretary  
Deendayal Port Authority

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

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

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

1. In consideration of the Board of Deendayal Authority of 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 of, 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 stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only.

3. We, \_\_\_\_\_ (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 [Gandhidham] would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.

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

9. Notwithstanding anything contained herein :

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

(b) This Bank Guarantee shall be valid 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 \_\_\_\_\_ 20

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 Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ for Rs. \_\_\_\_\_ 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.    Dated    Month            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**  
**Dated:**

**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  
 Dated:

**(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 upto 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  
 Deendayal Port Authority

## **SECTION-V**

### **Scope of Work & Technical Specification**

**Name of Work:** Operation and maintenance of 66 KV substation & OH/UG transmission line both, Annual Rate Contract of HT/LT Electrical Installations of Residential & Non-Residential buildings within Kandla premises including TUNA and Appointment of Service Operator and Advisory Services for Distribution Business, Metering and Billing for a period of three years.

- **The total work comprising of following Parts:**

**Part-I:** Operation and maintenance of 66 KV sub-station & 66 KV OH/UG transmission line for the period of three years. The work shall be carried out in comprehensive manner with labour & materials.

**Part-II:** Comprehensive annual maintenance Contract of HT/LT Electrical Installations of Residential & Non-Residential Buildings, Sub-Station outside cargo jetty area at Kandla including TUNA, oil jetty from 1 to 4 & 7 to 8 (Including 11KV HT overhead and underground infrastructure providing power supply to 7<sup>th</sup> & 8<sup>th</sup> Oil jetty) for the period of three years with spare & consumables, tools & tackles including supply & fixing of material with labour.

**Part-III:** Appointment of Service Operator and Advisory Services for Distribution Business and Metering & Billing for a period of three years.

- Part-A: Advisory Support
- Part-B: Distribution Services Support
- Part-C: Energy Auditing & Illumination Survey
- Part-D: Supervision of Capex Planning

- **The Common Scope of Work:**

- The Part-I & Part-II are to be executed on 24 X 7 Basis. This should not violate the labour laws of labour commission Act of duties & wages.

- **The Contractor's obligation:**

- The Contractor shall obtain necessary License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch) and the minimum wages of all category shall be at par with ALC scale of wages.
- The contractor shall have valid electrical contractor's license for carrying out the electrical work of nature involved in this tender obtained from the competent authority of the state/Central 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.

- 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 Laborers engaged by them, before commencing the work at site.

- The contractor shall apply for approval of make of materials as per approved make of DPA or from PGVCL/GETCO, if it is not available in DPA's make list. 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.
- The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers & staff and he shall also ensure the use of PPE such as fire retardant suit, helmets, nose masks, hand gloves etc. by his staff at site as directed.
- The Contractor shall be responsible for the safety of all activities on the Site and shall comply all the safety norms.
- Complaint Redressal cell should be in contractor's scope.
- The sourcing of power shall be manage by the contractor to meet the daily requirement of licensed area of DPA within regulatory framework.
- **The Port obligation:**
  - Electricity & water, for execution of the work at site, shall be provided on payment of applicable tariff to the contractor on their request subject to availability. If DPA is unable to provide electricity and water, the same shall be arranged by the contractor at his own cost.
  - The employer will provide 3 Nos. of E-Type Quarters at Kandla and 2Nos of E type quarters at Gopalpuri on chargeable basis on the request of the contractor, during the tenure of contract subject to availability.  
Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the Port Authority.
  - All types of statutory payments will be made by DPA. However, the necessary follow up will be taken by the contractor including visiting their offices anywhere in India at their own cost.

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#### **PART-I**

The operation and maintenance work of 66 KV switchyard equipment i.e. isolator, PT & CT, SF6 breaker, 12.5 MVA, 10 MVA & 6.3 MVA (66/11KV) power transformer, 11 KV GIS Panel, 11 KV RMU, 11/0.433 KV station transformer, 11 KV shunt capacitor, 11 KV underground outgoing feeder (within substation), control and relay panel, battery & battery charger, lighting fixtures, station DG inside the substation and 66 KV switchyard, electrical supply from 2 X 1000 KVA DG set (excluding O&M of DG Set)

**Staff requirement:** - Contractor shall maintain a team of 15 (Fifteen) members of competent professions at the site for managing various activities as per the scope of work as detailed below:-

Designation	Qualification	Requirement
Assistant Engineer	B.E. (Elect.) preferable with 5 years experience.	1 (In General Shift)

Jr. Engineer	B.E. (Elect.) with 2 years /Diploma Electrical Engg. With 4 years' experience	5 (One in General shift and one in each shift & reliever)
Electrician cum operator	ITI with 3 to 5 years experience of 11 KV or above	8 (two in each shift & reliever)
Sweeper cum house keeper	--	1 (In General Shift)

**Note: The above staff is responsible for 66/11 KV Operation & Maintenance and work as per Schedule-B on 24 X 7 basis.**

- Contractor has to prepare and get approve of Maintenance Schedule of 66/11 KV Substation and Switchyard equipment like Power Transformer, Station Transformer, D.G. Set, SF-6 Breakers, CTs, PTs, Isolators, LAs, GIS Panel, RMU Panel, LT Distribution Panels, Control & Relay Panel etc. from EIC as per GETCO norms.
- Contractor shall prepare preventive, predictive & proactive maintenance schedule plan & shall get approved from DPA.

The maintenance schedule shall be got approved within 15 days of issue of work order.

**Annually check Co-ordination:**

Annually checking the operation of MCB, relays, TNC. Perform the testing and calibration of relays. Co-ordination study with incomer, outgoing and associated sub-stations.

**Cleaning and housekeeping:**

Cleaning of switchyard, housekeeping of complete 66 KV substation complex, coordination with DPA, PGVCL and GETCO and updating the parameters in log sheets etc.

**Supply of spare parts**

For repairing of failed equipment, the contractor will submit a letter to the EIC mentioning the list of parts require for repairing. DPA will provide the spares from its stock to the contractor if it is available; otherwise, the contractor shall bring the material after written approval from the EIC and the cost of the material will be reimbursed by DPA on production of GST invoice from OEM/Authorized Dealers/Distributors, if it is not in the scope of contractor

**Minor repair of equipment**

Contractor shall carry out minor repair of equipment at their own cost.

**Major repair**

In case of any major breakdown, the contractor shall take approval from DPA to undertake the work and expenditure will be reimbursed with production of GST invoice from OEM/Authorized Dealers/Distributors, if it is not in the scope of contractor.

**Tools/tackles, consumables and minor spares:**

In addition to the consumables, mentioned below, contractor shall maintain all the times the tools & tackles and minor spares at its own cost, at substation during the period of the contract. At the end of the contract, the remaining consumables will be handed over to DPA without any cost.

**Consumables: -**

Sr.No.	Item	Qty. (Minimum)
1	Anti-Tracking Spray	5 Tin
2	Contact Cleaner Spray	5 Tin
4	DG Set Hose Pipe & Belt, filter of all sizes	To be changed at every 6 months
5	Metal Putty	500 Gram
6	Cotton Waste, Cotton cloth, Knitted cloth	20 Kg.
7	Silica Gel	2 Kg.
8	Distilled water / Battery Solution.	5 Ltr.
9	Contactors for DG set & panel	As per site requirement
10	Various sizes of fuses	As per site requirement
11	Hacksaw Blades (1.5 inch)	10 Nos.
12	Electrical Insulation tapes of blue, black, red and yellow colours HT tape 3m/Scotch	100 Nos. (in all colours)
13	LED tube lights, 20/22 Watt	50 Nos.

**Tools & Tackles: -**

Sr. No.	Item	Requirement
1	Basic electrical tool kit box comprising of various spanners, screw drivers, crimping and skinning tools, insulation materials, cutting and nose pliers etc.	2 Set
2	Hammer (500 Gms.), Chisel (8-10) inches, Sledge hammer, Chisel, Pipe wrench 14 inches (TAPARIA MAKE)	2 Set
3	Digital Insulation Tester of 1000 V Meter HT/ LT	2 Set
4	Digital Tong Tester and digital multi-meter (5KV electrically operated.)	2 Set
5	Clamp meter AC/DC up to 1000 A	2 Set
6	Earth Resistance Tester.	1 Set
7	Phase Sequence Meter.	1 Set
8	Infra-red thermometer	1 Set
9	Hand Pump for transformer oil topping up	2 Set
10	Non-contact Line tester High voltage 11 KV	1 Set
11	Non-contact type low voltage Line tester.	2 Set
12	HT Hand Gloves (As per Voltage level) and LT Hand Gloves.	4 Set
13	Electrical grade Safety shoes, goggles, safety harness and Helmets.	For each staff
14	Capacitance Meter	1 Set
15	Online Battery Cell Testers.	2 Sets
16	Vacuum Cleaner (Wet & Dry type, 5 kg or above)	2 Set
17	Electrical Blower	2 Set
18	Telescopic earthing rod for 66KV voltages.	2 sets
19	Allen Key Sets up to 14 mm.	1 Set
20	Torch LED	4 Nos.
21	Drilling Machine with drill bits	1 Set
22	Hydraulic / Hand crimping machine / tools with set of dies	1 Set each
23	Extension board (Single phase & three phase) with 10mtr cable	2 No. each
24	Welding Sets	1 Set
25	Gas Cutters with cylinders and accessories	1 Set
26	Ladder	2 Nos.

27	Pressure Jet Pump with Pipe & all accessories (3HP or above)	2 Set
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NOTE: - In addition to the above, the contractor shall visit the site and keep 30% of the spares & consumables required for successful repair and maintenance work & breakdown work of 66 KV UG/OH transmission line at their own cost.

**Original Equipment Manufacturer visit:**

Contractor shall arrange the visits of OEMs of equipment i.e. (66 KV SF6 breaker, 11 KV RMU & GIS, battery charger, transformer and RTCC only) as specified below. Before arranging the visit of OEM, Contractor will obtain the written permission from DPA. The cost towards above visit will be borne by contractor.

- First Visit within 3 months of awarding of Contract.
- Second Visit between 14 to 15 months of awarding of Contract.
- Third visit between 26 to 27 months of awarding of Contract

**Relay co-ordination**

Relay co-ordination of the 66 KV system of DPA with GETCO system as well as downstream 11 KV systems shall be done by the contractor on every six month basis. Before arranging the relay coordination, Contractor shall obtain the written approval of EIC and record shall be maintained in proper way at site and also submit copy to EIC.

**Filtration of transformer oil**

The power transformer & lighting transformer oil filtration at 66 KV substation shall be done by the contractor once a year and report shall be submitted by the contractor to the Engineer-In-Charge. However, for top up oil in the power transformer will be provided by the contractor and the cost towards procurement of transformer oil (EASTER OIL) will be reimbursed by DPA on production of GST Invoice of OEM/Authorized Dealers/Distributors. In case after filtration of Oil if sweating/leakage occurs same shall be attended by the contractor without any financial implications.

**O&M work of 66/11 kV Substation and Maintenance of 11/0.433 KV Sub-stations and associated equipment at 66 KV switchyard:**

- The operation & maintenance work of 66/11 kV and 11/0.433 kV Sub-stations, including indoor/outdoor type CT& PT, SF6/VCB/RMU/ACB circuit breaker, control & relay panels, relay coordination, metering panel, associated Power transformer, station transformers, control cables, battery & battery charger, lighting fixtures inside the sub-station/switchyard.
- Operation & maintenance of 0.433 kV LT distribution panels including LT Air circuit breakers, LT meters, Relay Panels, control and power cables etc. at 66 KV substation.
- O&M of substation power supply including substation housekeeping, the electrical maintenance inside substation for example light fixtures, 440 V lighting DG, switch & socket, MCB's, MCCB's, Panel indication lamp, fans, etc. of 66 KV substation.
- The operation & maintenance work includes all the HT, LT, AMF panel, APFC Panel, Transformers of 66/11 KV substation.
- As a part of strengthening the electrical system at 66 KV substation, DPA has installed RMU and GIS panels. However, Operation and Maintenance of any such future installation, done during the contract period, will be under the scope of the contractor without any financial implication.

- Contractor shall provide **a vehicle** (Seven Seater) (24 X 7 basis) to handle its manpower. Vehicle shall be of new and shall be of 2023 RTO Passing. The contractor shall deploy 1 driver in each shift, i.e. total 3 numbers of drivers for driving the vehicles in three shifts.
- Contractor shall provide at least One communication aids (Mobile/Telephone) 24x7 for communication with the staff deployed at 66/11kV substation.
- Contractor shall inform well in advance for taking power shut down as and when required for preventive/ periodical maintenance in 66/11KV Substation, 66KV switchyard & D.G. Sets in order to intimate concerned Port officials to enable them to make necessary arrangements during power shut down.
- Contractor shall arrange to clean all the 66KV insulators including GI structure periodically once in a 15 days as directed by EIC with soft water (Provided by DPA). The equipment's in 66KV switchyard shall also be attended for cleaning work simultaneously and petroleum jelly or grease shall be applied wherever required. Also include daily housekeeping of sub-station & D.G. set building, toilets, its surrounding area etc. as directed by EIC.
- Contractor shall clean the 66 KV Structure & equipments including conductors of 66 KV switchyard with sweet water every 3 months jet pump.
- SCADA & ACs installed at 66 KV Substation are to be maintained by the contractor and on completion of contract same is to be handed over to DPA in good working condition.
- Gas filling in RMUs, SF6 beakers including supply of gas cylinder is also in the scope of contractor.
- Specification of all type of relays installed in substation are to be identified and list of relays are to be submitted to ELC with technical specification for procurement of the same for future requirements.

In addition to the above, the contractor shall undertake the maintenance including attending of faults, rectification and restoration of power supply of 66KV overhead & underground line providing power supply to IOCL from 66KV GETCO substation, Kandla with all labour, materials, safety equipment, tools & tackles and earth rod on 24 X 7 days basis.

The existing 66KV transmission line is provided with 630 sq. mm. single core underground cable, panther conductor and Insulators and other hardware, which are require for cleaning and maintenance including replacement of any defective part/portion, i.e. replacement of outdoor end termination kit, straight through joint and overhead hardware and materials to attend and rectify the fault. Also the contractor shall patrol the line periodically as directed by EIC and if any hotspot is observed, then the same shall be attended after obtaining the shutdown in coordination with IOCL GETCO and DPA. Further the contractor shall keep and shall be maintain all the time the stock of minimum 100 mtr. of overhead PANTHER conductor, 3nos of outdoor end termination kit, 2nos of straight through joints, 5 nos of each type of Insulators, 2 Nos of LA.

**Preventive, Breakdown and Periodic Maintenance:**

- Preventive and break-down maintenance of 66 KV Overhead & Underground Lines and also, 11 kV Underground cables/control cables including 0.433 kV LT panels at 66 KV Substation of DPA.



- Providing systematic inspection, detection and correction of incipient failures either before they occur or before they develop into major defects. Maintenance including tests, measurements, calibration and part/component replacement performed specially to prevent occurrence of faults /failures.
- Corrective action of recommendations of representative of OEM during their visit every year is in the scope of contractor.

**Need based Flexibility of Manpower schedule:**

The Manpower matrix can be rescheduled as per requirement by DPA.

**Documentation:**

Substation Equipment's parameters should be recorded in daily logbooks. Separate log books will be prepared for separate equipment. Contractor should maintain individual History Records for all critical equipment's, earth pits and other safety related items, this history record should have all the details of work carried out on day to day, monthly, quarterly, half yearly and yearly. Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. The following registers are statutory requirement of contract and this will be regular inspected & verified by Engineer-in-charge & TPIA.

Maintenance (Planned /Preventive/ Breakdown) Register, Log Book for substation & switchyard.

- a) Following Register is to be strictly maintained by the Contractor during O&M period as per the Contract Labour (Regulation & Abolition) Central Rules, 1971.
  - (i) Muster Roll Register.
  - (ii) Register of Wages.
  - (iii) Register of overtime.
  - (iv) Register of advance pay.
  - (v) Register of accident, major accident & dangerous occurrence.
  - (vi) Register of Workman employed by Contractor.
- b) Profile of staff personnel for posted staff during O&M period.
- c) Consumable, Tools and Plants.  
All the documents prepared by the Contractor will be the property of DPA. The Contractor will not share the information contained in the above said log books registers with any outside person without written permission of the EIC. Contractor will hand over the logs and registers to DPA at the time of completion of contract period.
- d) It is responsibility of Contractor to strictly follow the SOP for operation of substation equipment. If SOP is not available for particular equipment, same to be prepared under guidance to OEM and copy of SOP to be submitted to EIC.
- e) Also, Contractor shall strictly adhere to Work Permit as and when any shutdown for any type of maintenance to be done.

**PART- II**

The main aim of this contract is to maintain electrical power system to each and every residential & non-residential area, which also includes lighting towers High mast/Lattice and streetlight poles etc. outside cargo jetty area including oil jetties (1 to 4 and 7 to 8) and TUNA port with flameproof installation. Contractor has to maintain the

electrical power system for smooth functioning of the entire area without failure of power supply or with very minimum power interruption. Contractor has to maintain a complain register in triplicate form separately for all the locations, as directed, in which he has to register type of complaint, date & time, material utilized against complaint and the rectification date & time of complaint & the same shall be informed to concerned official of DPA every day.

The said AMC work is to be carried out on 24 X 7 basis (Min. 27 Manpower) with minimum required tools & tackles for attending faults/complaints immediately. If quantum of work is more & of urgent nature, contractor shall arrange additional manpower to meet the exigency.

Designation	Requirement	Location
Electrician	1 in each shift (Total 4)	Port Power House
	1 in each shift (Total 8)	Port Colony including Oil Jetty
	1 Reliever	
Helper	1 in each shift (Total 4)	Port Power House
	1 in each shift (Total 8)	Port Colony including Oil Jetty
	1 Reliever for each category	
Sweeper	1 in General shift	

For the materials which are required to rectify the faults/repair the equipment's to restore power supply, the same shall be arranged by the contractor at their own cost after obtaining written approval from EIC or the shift In-charge. If the cost of material for attending a fault, which is neither available with DPA nor in the scope of the contractor, then if it is above Rs. 10 Lacs, the contractor will arrange and DPA will reimburse the cost on production of GST Invoice of OEM/Authorized Dealers/Distributors.

The Complete CAMC to be executed with man power and also Vehicle to be provided for complete work on 24 X 7 basis with Drivers.

➤ **CAMC Work at Residential, Non-Residential Buildings & Substations.**

The work to be carried out as assigned day to day and also to resolve any kind of complaints including material and man power. Also, the contractor has to carry out work mentioned in Part-B of Schedule-I assigned time to time by EIC or his authorized representative.

➤ **Street Light.**

The scope of work is to maintain illumination by attending any fault and resolve the same on priority basis. This includes maintaining illumination of Oil Jetties, Port Colony, Tuna, Bunder Area, Power House area including all Non-residential buildings covering High Mast, lattice type tower and street lights pole replacement, in case of damage or corroded with new one as per original dimension including foundation at various locations including ROB (outside Cargo Jetty area at Kandla). In future if any additional of light tower & street light are installed, the maintenance of the same will also be under the scope of the contractor.

➤ **Flameproof fittings and accessories.**

The scope work is to maintain flameproof light fittings and accessories at Oil Jetties by attending any fault and resolve the same on priority basis. This also includes

maintaining flameproof fitting illuminations at Oil jetties & poles. In future if any addition of any kind of flameproof fittings at oil jetty area comes in existence, the maintenance of same will be under the scope of contractor.

1. This comprehensive maintenance Contract shall be carried out on the basis of 24 X 7 for Port Colony, New Kandla, Bunder area, Tuna & Port Power house. Resolving of complaints, fault finding & rectification of fault is to be done with materials, attending breakdowns and new work if any relates to electrical nature. Housekeeping of 11KV Substations located at various locations, DG operations, Water Towers, maintaining regularly.
2. **Area of work:**  
Complete DPA installation outside cargo jetty area such as Port Colony - New Kandla, Tuna Port, Oil Jetty, Bunder Area, Port Power House, Khari Rohar etc.  
Maintenance Contract is of complete electrical installation equipment like LT panel boards, LT cables, pump houses power supply system, power supply to all offices, residential & non-residential buildings, internal wiring & its accessories of quarters, Earthing, flood lighting, street light, lattice/high mast tower is covered under scope of this rate contract.
3. Contractor should arrange the materials well in advance after making survey of the work for smooth & uninterrupted power supply at whole region. if contractor fails to arrange the material within time period, penalty at the applicable rate will be imposed.
4. For any item costing more than Rs. 10 Lacs, the same will be decided by EIC weather to procure new or to repair the same and based on the same, the reimbursement will be made by DPA on submission of original GST invoice against delivery by OEM/Authorized Dealers/Distributors. (The supply order regarding material costing above 10 Lacs, shall be placed to the Contractor after approval of competent authority). (However, if any work delayed due to want of material of the value above Rs. 10 lacs there is no penalty will be imposed on the contractor).
5. The contractor shall keep adequate advance tools and tackles, testing instruments duly calibrated etc.
6. During the execution of CAMC, if any kind of repairs is considered to be of the major nature, like Major repair to RMU/ VCB, Compact Substation, DG set, Bus-bar etc. In case of any major repair, the contractor shall take approval from DPA to undertake the work and expenditure will be reimbursed with production of GST invoice from OEM/Authorized Dealers/Distributors, if it is not in the scope of contractor.
7. The contractor shall inform well in advance in writing for taking power shut down and also, obtain work permit as & when required for maintenance in 11 kV Substation/Overhead & Underground line. The contractor shall obtain permission for LC from DPA/GETCO prior to attending any fault/for schedule or predictive or preventive maintenance along with arrangement of entire manpower, material, equipment and tools & tackles to complete the same within the scheduled time. However, if it is required to take the load on DG set (Installed by DPA), then the contractor shall do the same in consultation with DPA officials.
8. The Contractor shall attend day-to-day work like housekeeping, sweeping of substation, cleaning of Substation equipment etc. as per schedule. This work also includes fault findings and making healthy HT/LT cable laid in ground, trench etc.

Also, Each High Mast raising up & lowering down operation for lantern shall be carry out once in a three months including complete servicing and overhauling of high mast accessories and apply of grease & oil on wire ropes, filling of gear oil in gearbox (Complete work under the scope of Contractor). The contractor should maintain the record in a log book duly signed by the DPA personnel, while undergoing this operation all the Luminary glass should be properly cleaned with sweet water.

9. Contractor shall maintain the required spares of D.G Set such as Oil & Air filter, starter, Batteries, control panel spares for 1 No. at Power house (400 KVA), 2 Nos D.G Set at oil jetty of 50 KVA each, 1 No DG Set of 82.5Kva at CISF Complex, 1 No. DG Set of 82.5Kva at Tuna and 1 No. DG of 25 Kva at Kandla Hospital by properly cleaning and maintaining the water level in battery & weekly ideal running of D.G set & switching ON the DG set during load shedding immediately. Filling of Diesel as & when required (Diesel will be provided by DPA). However Engine oil and coolant required for all the DG is to be maintained by contractor. All the DGs shall have their periodic maintenance chart and same is to be adopted strictly. If any addition of New DG Set installed in future, same also to be maintained by the Contractor. Necessary register should be maintained with signature & name of the foreman is in the scope of the contractor.
10. The AMC also includes filtration of transformer oil within 3 months of on award of contract and every progressive year till the completion of the work. (for topping of transformer, Oil will be supplied by Deendayal Port Authority).
11. Contractor has to measure the value of earth pit and neutral earthing value of all substation every year and has to maintain the logbook properly duly signed by EIC. If value of same has got disturb, contractor has to make healthy at his own cost to achieve the standard value.
12. Contractor shall get approved schedule, including pre-monsoon maintenance for equipment's installed at various Substations, HT & LT overhead line after awarding of contract from Engineer-in-Charge during CAMC.

**13. Consumables:**

Consumables are to be provided by the contractor during period of maintenance contract at his own cost for carry out routine maintenance as mentioned in tender. The mentioned minimum quantity of consumables shall be recoup every month during currency of Maintenance Contract.

S/N	Description of consumables to be available at site	Requirement (Qty.)
1	Petroleum Jelly	1 Kg.
2	Silica Gel	5 Kg.
3	Contact Cleaner Spray	10 Tin
4	M-Seal	250 Gram
5	Araldite	250 Gram
6	Fuse Wire HT	As per site requirement
7	11KV Insulation tape 50mm x 1.5mtr long (Self amalgating & fusing) Make Stanvac/Any reputed	50 Nos.
8	Bitumen Impregnated Cotton Tape	10 Nos.
9	Water proof Rubber Tape (150mm width & above).Any reputed	10 Nos.

10	Emery paper	10 Nos.
11	Scotch Brite	5 Nos.
12	HC-80 (Anti Tracking electrical Spray) Make: Stanvac/Reputed	5 Tins
13	Rust Remover Agent - Make: stanvac /WD-40, CRC, Kli Nit, Twin Tech	5 Tins
14	Moisture Displacer- Make: WD-40, CRC, Kli Nit, Twin Tech	5 Tins
15	On Line Contact Cleaner - Make: WD-40, CRC, Kli Nit, Twin Tech	5 Tins.
16	Aluminium Foil Tape (Cavity Sealing Tape)	5 Nos.
17	Scotch 23 ( High Voltage Tape)	5 Nos.
18	Scotch fill Putty ( Insulation Putty )	5 Nos.
19	Foam Tape ( Gasket Form Tape)	5 Nos.
20	HT Heat shrink sleeves in 1mtr length	5 Sets
21	Cleaning agent viz. soap, detergent powder	2 Kg.
22	Cotton waste	50 Kq.
23	Muslin Cloth	20 Mtr.
24	Stainless steel / copper Nut bolts, and washer	25 set

The above material quantities are in the scope of contractor and to be supplied at the starting of Contract and same is to be recouped every month.

Sufficient stock of fast-moving items is to be maintained so as to be carry out the maintenance work in time.

#### 14. Responsibilities of Contractor:

- The Contractor shall ensure the man power is to be deployed to attend daily complain as per CAMC scope of work (on 24 X 7 basis).
- The contractor has to manage and execute all the works entrusted, through dedicated Engineer by deploying the required manpower. For the purpose of effective monitoring and maintenance throughout the year (even on holidays).
- Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.
- If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a stipulated time as instructed by Engineer- In-charge.
- In no case, the contractor or his/her employees shall claim job / employment with DPA. No transport facility shall be provided for the contractor or his employees.
- It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc.
- Contractor will be responsible for any act of theft, sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees.

Penalty or legal action, as decided by EIC shall be imposed on the contractor.

- The contractor's Site Engineer shall meet the EIC or his nominee every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.
- The contractor shall maintain five sets of Cell phones round the clock for New Kandla Township and One set for Oil jetty for proper communication one set for Power house and one set for site in charge and between department and the Contractor at the cost and responsibility of the Contractor.

**14. Submission of Schedule:**

Maintenance Schedules to be followed during the contract. Accordingly, contractor shall prepare each substation and equipment wise maintenance schedule i.e. Daily/Weekly/Monthly/Half yearly/Yearly for performing the maintenance work. The Maintenance Schedules are indicative and subject to review by EIC as and when need arises which will be final and binding on the contractor without any financial implication.

So far as activities indicated in the half yearly and yearly maintenance schedule are concerned, the successful bidder will submit a schedule to EIC showing the activities mentioned in the half yearly and yearly maintenance schedule will be carried out.

Contractor should also prepare the maintenance schedule of the Lattice/ high mast tower/pole and street light area wise, for performing the illumination work and same should be get approved by DPA EIC.

15. Contractor shall prepare the Duty Roaster and same shall be submitted to the Engineer-in-charge. Arrival & Departure of staff should be well-planned to up-keep the CAMC. Punctuality should be maintained at site any person coming late will not be tolerated a grace period of 10 minutes will be accepted above 10 minutes period absent will be marked against the above candidate. Prior permission should be obtained by the Engineer-in -charge for coming late in written only in that condition he may be allowed to attend his duties.

**16 DOCUMENTATION**

Contractor should maintain individual History Records for all critical equipment's and other safety related items, this history record should have all the details of work carried out on day to day, monthly, quarterly, half yearly and yearly Substation wise. Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge or his nominees.

All the documents prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC. The contractor will hand over the logs and registers to DPA at the time of completion of contract period.

**17. Instruments & Tools & tackles:**

The following newly procured instruments and tools should always be available at site.

**(A) Measuring Instruments**

<b>Sr. No.</b>	<b>Description of Instruments to be available at site</b>	<b>Requirement (Qty.)</b>
1	Multi meter (Fluke / kyoritsu / Megger / Motwani / Hoiki)	2 Nos.
2	5000V Insulation Tester (Fluke / kyoritsu / Megger / Motwani / Hoiki)	2 No.
3	Earth resistance measurement instrument (0.1 Ohm LC) with kit	1 No.
4	Phase sequence meter (kusam-meco/ Fluke / kyoritsu / Hoiki)	2 No.
5	Tong tester (Fluke / kyoritsu / Megger / Motwani / Hoiki)	2 Nos.

**(B) Tools & Tackles**

<b>S/N</b>	<b>Description tools &amp; tackles to be available at site</b>	<b>Requirement (Qty.)</b>
1	Double end open spanner from size 6-7 to 30 – 32 size	2 Sets
2	Double end ring spanner from size 6-7 to 30 – 32	2 Sets
3	6-7 to 30 – 32 size (metric) set	2 Sets
4	Adjustable wrenches (12 inch)	2 Sets
5	Hydraulic Crimping tool	2 Sets
6	Allen keys set	2 Sets
7	Tubular spanner set	2 Sets
8	Star screw driver set	2 Sets
9	Screw driver set	2 Sets
10	Hammers each (1lb & 2lb)	2 Sets each
11	Torque Wrench set	2 Sets
12	High voltage discharge rod including operating rod	4 Sets
13	Dual mode Air Blower (Normal and Heating Mode)	2 Nos.
14	Emergency lights with 4 Hrs, battery backup.	3 Nos.
15	Cable Jointing Kit (Gas bottle & Burner)	1 Kit.
16	Spade – 4 Nos.	4 Nos.
17	Aluminium Ladder as site requirement	2 Nos.
18	RCC Breaker M/c with Drill Bit	1 No.
19	Pliers to every Electrician and Wireman	25 Nos.
20	Line Tester to every Electrician and Wireman	25 Nos.
21	Test lamps to every Electrician and Wireman	25 Nos.
22	Torches to every Electrician & Wireman	15 Nos
23	First aid kits at power house , estate office, oil jetty	3 Nos.

However, any other tools felt necessary for execution of the work would also have to be arranged by the contractor.

**18. Uniform & PPE:**

The Contractor has to provide 2 uniform set to all the employees deployed per year under Contract, all the employees of Contractor shall wear the uniform and PPE while on duty. The uniform colour shall be as per their company dress code with

company Logo. The following PPE shall be provided by Contractor to his deployed staff during contract.

• **Personnel Protective Equipment's (PPEs):**

Sr. No.	Description	Requirement (Qty.)
1	15000 grade Hand Gloves	4 Pairs
2	High Voltage Discharge Rod	4 Sets
3	Safety Belt	4 Nos.
4	Safety Helmet – To every staff member deployed by Contractor.	30 Nos.
5	Safety Shoes – To every staff member deployed by Contractor.	30 Pairs
6	Uniform to contractor personnel	To every staff personnel of Contractor
7	Face Shield	30 Nos
8	Safety Glass	30 Nos
9	Dust Mask	30 Nos.

19. DPA will not be responsible for death, accident or injury to the Contractor's employees engaged by him, which may arise in the course of their duty at DPA's premises, nor shall DPA be responsible & be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep DPA indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipment's etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen. The E.S.I. (Employees' State Insurance) is compulsory for the employee deputed at work site for the above work.

**20. RESIDENTIAL BUILDINGS AND NON- RESIDENTIAL BUILDINGS WORKS**

- Attend and solve the complaints received immediately. Other than minor repairs, if any replacement/new fixing of switches, sockets, wire, board, wires, fans etc. is required then the same shall be carried out without any delay.
- Replacement of unserviceable energy meters with new/reconditioned energy meters (whichever applicable) on the existing switch board/plank as directed.
- Replacement of defective bulk heads/batten holders/pendent holders etc., existing in the stair case of the buildings by replacing holder, lamps, cover glass, wire guard etc.
- Replacement of unserviceable earth wire with 8/6 SWG GI wire duly fixing to the wall are drawing recessed in the ground and connecting to earth electrode and to the gadgets.
- Fixing, connecting, commissioning of ICDP/ICTP switches/ DBs /MCCBs of various capacities with suitable hardware as directed by the Engineer-in-Charge. Clamping of various sizes of cables to the wall/pole with suitable clamps at equal intervals using suitable hardware as directed by the Engineer-in-Charge (required sizes of clamps to be supplied by contractor & Cable will be supplied by DPA free of cost).



- Replacement of defective/unserviceable ceiling fans/wall mounted fans/exhaust fans etc.
- The staff should attend electrical works as mentioned in the item rate work as per instructions of Engineer-in-Charge from time to time.
- Replacement of distribution boards / LT panel if necessary replacement of MCCB/MCB/Contractors etc. also repairing of door broken hinges etc. All the panel doors should be closed and locked as per the AMC and as per directions of Engineer-in-Charge.
- All 3 pin sockets should have proper earthing connection and ensure the voltage between neutral. All loose wirings shall be made updated. All electrical installations, wirings, lines in Residential buildings and non-residential buildings should be maintained intact, handed over to DPA in good working condition/intact on completion of contract.
- The VRF/VRV System installed in the DATA/COMMAND Center, Kandla with Electrical Infrastructures shall be attended/operated/maintained by the contractor under their scope including fault finding and rectification.
- It is the responsibility and in the scope of contractor to ensure the healthy power supply to end user and up to end point from where service connections are provided to hutments.

**21. HIGH MAST LIGHTING, LATTICE TOWER LIGHTING, PATHWAY LIGHTING AND STREET LIGHTING:**

- This CAMC include repairing of High Mast Accessories like repairing of damaged lantern carriage, replacement of lighting fixtures of High Mast, replacement of safety and suspension wire rope, replacement of hoist trailing cable, repairing/overhauling of double drum winch, power tool, Gear Box complete, motor, Replacement/Fixing of luminaries with wiring and control gear box etc.
- Repairing/replacement of the HPSV / LED Flood Light fittings at High mast / Lattice tower situated at Oil jetty, Bunder basin & Tuna Port.
- Replacement of LED Flame proof fittings at oil jetties.
- Replacement of LED Flame Proof Pathway fittings LED Street light fitting from starting point & within oil jetties.
- AMC of Lattice / High mast tower distribution boards / panel if necessary replacement of MCCB/MCB/Contractors etc. also repairing of door broken hinges etc. all the panel doors should be closed and locked as per the directions of Engineer-in-Charge are in the scope of contractor. (Overall random illumination shall be near to 25 LUX of HM & Lattice towers).
- Maintenance of illumination system and Schedule:

**22. Vehicle:**

The work includes providing one new pickup vehicle for 24Hrs. along with 3 Nos driver along with diesel, lubricants, vehicle insurance for mobilization of staff, materials as per site requirement i.e. TUNA, Oil jetty, Port power house, colony for electrical nature of work or for transportation of fuel for DG set at various location. The vehicle will run around 3000 KM per month, same shall be of 2022-23 RTO passing of Mahindra Utility, Imperio, TATA YODHA, ISUZU SMAX. Contractor is directed to keep logbook in the vehicle for check of KM and to trace the area where the vehicle is deployed. The vehicle driver shall have its driving licensee, with company Uniform and the vehicle will be stationed at port power house or colony as per site requirement.

<p><b>Vehicle:</b> Vehicle shall be for 24 Hrs. with driver including fuel (Diesel), lubricants &amp; maintenance. Min. running of vehicle will be 3000 KM per Month.</p>
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**Tentative list of material required for carry out CAMC are as below**

<b>Sr. No.</b>	<b>Description of Material</b>	<b>Qty. (Max. for 3 Years)</b>	<b>Unit</b>
<b>A</b>	<b>Slow Moving Material</b>		
1	HT & LT Cables of various sizes	2000	Mtrs.
2	Alu./Copper Lugs for various sizes HT & LT Cables	500	Nos.
3	6 to 10mm Ebonite Sheet for electrical Panel	50	Kg.
4	Shock proof sheet for HV & LV applications	50	Sq. Mtr.
5	Dressing / Replacement / New Wiring for sub circuit 2 X 2.5 sq.mm cu. Wire, 2 X 4 sq.mm cu. Wire in surface and concealed wiring with all required accessories like switch, socket including PVC casing capping / over conduit / round conduit.	5000	Mtrs.
6	Dressing / Replacement / New Wiring for light, bell, fan point in surface and concealed wiring with all required accessories like switch, socket including PVC casing capping / over conduit / round conduit.	7500	Mtrs.
7	HT & LT Heat Shrink cable end termination & straight through kits of various sizes.	60	Nos.
8	Minor Fabrication work to existing panel (Welding machine & welding rod including welder)	200	Kg.
9	SPN / TPN Double door DBs, 6 to 12 ways	200	Nos.
10	12V, 150 AH, DC low maintenance lead acid battery for DG Set	10	Nos.
11	AVR for 50 to 400 KVA Silent DG Set	5	Nos.
12	Air Filter for 50 to 400 KVA Silent DG Set	50	Nos.
13	Oil Filter for 50 to 400 KVA Silent DG Set	50	Nos.
14	PSC Pole of 8 Mtr. As per GETCO/PGVCL norms	20	Nos.
15	Blue Silica Gel	25	Kg.
16	LT ACB, 415 V, 800 to 1000 Amp.	4	Nos.
17	Multifunction Meter	10	Nos.
18	Analog / Digital Ammeter & Voltmeter.	10	Nos.
19	Street Light 6 Mtr. Octagonal Pole with 2 Nos. 120 Watt Street Light	15	Nos.
20	LED Street Light 90 W & 120 W.	30	Nos.
21	Gear Box of High Mast as per Original	2	Nos.
22	Wire Rope of High Mast AISI 316 Grade of size 6 MM & 8 MM.	400	Mtr.
23	ERP Cable for High Mast 5 core, 4 sq.mm.	200	Mtrs.
24	Grease for General Purpose	20	Kg.
25	3/4 Pole Contactor up to 100 Amp.	25	Nos.
26	GI / Cu Chemical Earthing Complete.	25	Nos.
27	GI / Cu Earthing strips of various sizes.	250	Mtrs.
28	4 Ft, 20 to 30 W LED Flameproof Tube light	200	Nos.
29	LED Flameproof Flood Light of 90W & 120 Watt	25	Nos.
30	Flameproof Wall mounting fans, 18"	10	Nos.
31	Flameproof MCB Socket combined 16 to 32 Amp.	10	Nos.
32	Flameproof 6 / 16 Amp Switches, sockets etc.	25	Nos.
33	Double Compression brass glands at Oil Jetty area.	50	Nos.
<b>B</b>	<b>Fast Moving Material</b>		
1	Porcelain Fuses of required rating max 200 Amp	250	Nos.
2	MCCBs, 4 pole for various ratings and breaking capacity	100	Nos.
3	MCBs (SP/DP/TP/FP) for various ratings and breaking capacity	200	Nos.

4	Sheet Metal DP & TP Switches. Max 63Amp	50	Nos.
1	6 A 1 - way Piano Switch	500	Nos.
2	16 A 1 - way Piano Switch	250	Nos.
3	6A 5 Pin Socket	100	Nos.
4	16/6 A- 6 Pin Socket	100	Nos.
5	3/5 Pin 5 /6 A Top 230/250 V	250	Nos.
6	3/5 Pin 15 A Top 230/250 V	150	Nos.
7	16/6 A 250 V Switch Socket combined Unit	100	Nos.
8	16/6 A 250 V Switch socket combined with box	100	Nos.
9	16/6 A 5 in-one combined	100	Nos.
10	16/6 A 5 in-one combined with Box	100	Nos.
11	32 A 2 P w/Neon Indicator surface mounted	100	Nos.
12	Ordinary Bell/Buzzer 250 V AC	100	Nos.
13	Ding Dong Bell 250 V AC	100	Nos.
14	Angle Holder	100	Nos.
15	ELCB 40 A, 30 mA. DP	100	Nos.
17	Remote Cordless bell	30	Nos.
19	Ceiling Fan Capacitor (2.5/4 MFd.)	250	Nos.
20	2 Module Step Cut Electronic Regulator	150	Nos.
21	Single Module Step Cut Regulator	150	Nos.
22	Surface mounted Mini Fan Regulator	150	Nos.
23	PVC Tape	1000	Nos.
24	Power Strip 4 Nos. Power Sockets	25	Nos.
25	Modular type Switch 6 A/16 A	250	Nos.
26	Analog / Digital Timer Switch	50	Nos.
27	3 Phase Air Break Contactor of 32 A/63 A	50	Nos.
28	Flameproof 6 / 16 Amp Switches, sockets etc.	20	Nos.
29	Casing Capping Patti 20 mm. size (standard length)	1000	Mtrs.
30	Casing Capping Elbow /Tee & required accessories of 20 mm. size	2000	Nos.
31	Red Oxide (2 Ltr.) Tin	50	Nos.
32	Enamel Paint (2 Ltr.) Tin Grey/Black	50	Nos.
33	Silver Paint	50	Ltr.

### PART-III

#### **Background:**

Deendayal Port is a natural harbor situated in Kandla creek and is about 90 km from the Gulf of Kutch - with 10 dry cargo berths and a state-of-the-art container terminal with a capacity of 3.6 MMTPA. It is one of the major ports on the west coast of India under the Government of India, Ministry of Shipping and its main activity is to facilitate maritime trade for commercial cargo handling vessels. The license for supply of electrical energy was granted to Deendayal Port Authority by the Chief Commissioner of Kutch under the Indian Electricity Act, 1910. Consequent to the enactment of the Electricity Act, 2003, DPA has become a deemed licensee under the Act. The distribution of electricity by DPA is limited to the port area and it mainly supplies power to domestic and commercial consumers and for port operations. DPA itself carries out all major operations in the port, along with another HT consumer carrying out part of the operations. The present distribution system within DPA comprises of one 66 kV substation and fifteen 11 kV substations in the licensee area. DPA is receiving 66 kV power supply from GETCO. The distribution network of DPA's licensee area is consisting of Overhead and Underground system.

Deendayal Port Authority (DPA) is a deemed distribution licensee as per the provision of Electricity Act 2003 and Gujarat Electricity Industry (Reorganization and Regulation) Act 2003. Consequently all the provisions under the regulations notified by the Gujarat Electricity Regulatory Commission (GERC), for the Distribution Licensee are applicable to the DPA.

**Objective:**

DPA is currently establishing itself as a fully functional distribution licensee. With limited infrastructure, manpower shortage and experience in the distribution business, DPA intends to hire a Service Operator (SO) for its distribution services related activities including Metering and Billing and associated services to improve the quality of service and meet GERC's Standard of Performance as well as comply with all directions.

**Detailed Scope of Work:**

Service Operator shall undertake the work for a period of 3 years from the date of issuance of work order. The Service Operator shall deploy qualified resources to successfully execute the task specified herein.

S/N	Designation	Qualification	Experience	Min. Requirement
1	Chief Manager (equivalent to SE)	B. Tech ( Electrical) & MBA	Desirable 7 to 10 Years in the field of electrical advisory only	1
2	Relationship Manager	MBA	5-7 Years in relevant field	1
3	Manager (Revenue and Billing)	B. Tech( Electrical)	3-5 Years in relevant field	1
4	Manager (Metering)	B. Tech ( Electrical)	3-5 Years in relevant field	1
5	Manager (Power Purchase and CRM)	B. Tech ( Electrical) & MBA	5-7 Years in relevant field	1
6	Executive (Billing)	Graduate Engineer (Electrical)	2-3 Years in relevant field	2
7	Executive (Metering)	Graduate Engineer (Electrical)	2-3 Years in relevant field	2
8	Executive (CRM)	Graduate Engineer (Electrical)	2-3 Years in relevant field	2
9	Expert Planning & Scheduling	B. Tech( Electrical) & MBA	5-7 Years in relevant field	1
10	Legal Advisor	LLM	7-10 Years in relevant field	1

- The profile of the above staff is to be submitted to Engineer-in-charge for verification and same shall be get approved. The credential of staff can be confirmed independently and contractor shall arrange at their cost.

- The staff shall be well updated time to time for implementation of GERC updated policies & regulations.
- In addition to technical work if any of the staff is assigned any office work like preparation of estimate/EOI/report or Government correspondence is to be done for system requirement study will be in the scope of contractor.
- The contractor shall take all follow-up action with all authorities (State/ Centre/other statutory) including visiting their officers as and when required at their own cost as directed.
- A schedule of all kinds of payments & other replies of compliances shall be prepared, including addition of new requirement to avoid penalty.
- The current status of distribution business of DPA lacks proper Business and Automation processes. DPA also has pending compliances for directives issued by GERC in tariff orders. DPA intends to comply with all such directives, comply with regulatory filings, improve business processes, proper load forecasting and network planning, alternatives for power purchase etc. DPA is having 20.7 MW Wind farm and its running bill and other statutory works including follow up work and visiting of their offices & sites will be in the scope contractor.
- The Service operator shall provide all services which are broadly as under:
  - a. Advisory services pertaining to Regulatory, Commercial etc.
  - b. Handling Energy and assigning sources of power
  - c. Meter Reading & Billing
  - a. Support in Re-connection/ disconnection etc.
  - b. Loss reduction, control of thefts, handling CGRF cases etc.
  - c. Meter Replacements/ Installations, Load Extensions
  - d. Demand Side Management, Load Management and Load forecasting.
  - e. Energy Audit
  - f. Supervision of capital expenditure, and Power procurement.
- The Contractor shall depute at least 2 candidates who shall have knowledge in SAP **(System Analysis Program Development)** with minimum 3 years of experience.
- The above scope of work is divided into four (4) parts viz.
  - Part – (A) Advisory Support
  - Part – (B) Distribution Services Support,
  - Part – (C) Energy Auditing and Illumination Survey
  - Part – (D) Supervision of Capex Planning.

## **PART A : Advisory Support**

### **1. As-is Study of DPA Distribution Business:**

This would include study of existing load, consumer metering status, feeder metering status, energy audit, energy accounting, assessment of loading on DPA's existing network (sample/ representative data to be used for assessing the voltage fluctuations, losses, load flow, reactive power etc.), review of business processes, present level of IT automation, operational structure, operational performance, review of power purchase/ sale arrangement, review of GERC directives, present loss levels etc. Identify specific areas of interest within the segment – network augmentation and modernization, technology implementation, capacity building, distribution licensee, MBC, technical consultancy, financing etc. Provide technical

and financial advisory on all aspects pertaining to Distribution Segment through proper documentation/ report duly supported by the consulting organization as a whole and not just as individual opinion. Preparation and updating cost data/ annual tariff filing/fulfilling regulatory requirements etc.

**2. Smart Metering and Prepaid Metering Feasibility study :**

Explore the feasibility for implementation of Smart Metering and Prepaid Metering in DPA area. The scope will include following:

- 2.1 Based on the consumer, its metering location, load, consumption pattern, Service Operator shall provide options and finalize towards rolling out of SMART & Prepaid metering in DPA area
- 2.2 Design smart metering scheme, supporting modules, data flow planning, SMART Metering Control Centre Architecture, specification of smart meters and other control Centre equipment. Similarly design prepaid metering schemes etc.  
Service operator shall undertake cost benefit analysis and provide specifications, warranties, procurement model etc.
- 2.3 Service operator shall support in selection of vendor/ contractor for procurement and installation of smart and prepaid meters. However, Service operator will have to review/ verify the installations.

**3. Network Study of Entire License Area under DPA:**

DPA is serving only part of the license area and rest other area is served by PGVCL/ GUVNL with prior NOC from DPA. The distribution network in this area is developed and maintained by PGVCL/ GUVNL. However, DPA is now providing power to such new consumers on its own network and has stopped giving NOCs. DPA intends to undertake feasibility study to take over the unserved license area along with financial implications. Service operator shall be doing the evaluation which shall cover following:

- 3.1 Profile of Total Distribution Network of PGVCL/ GUVNL in License area of DPA
- 3.2 Determination of category wise load/ demand in the unserved area and assessment of power purchase requirement.
- 3.3 Financial implications if assets are to be taken over by DPA vis-à-vis payment of wheeling charges for use of such assets by DPA.

**4. Preparation of Distribution Master Plan for 5 years:**

A Distribution Network plan (Physical and Financial) for the next 5 years shall be prepared, giving year wise Network augmentations to meet load growth for entire License area under DPA. The network rollout plan shall also take into health of existing distribution network in terms of reliability, loading, voltage regulations, losses etc. This would include following:

- 4.1 Estimate for number of new substations / Additional Power Transformers required with tentative capacity and Augmentation of existing Power Transformers
- 4.2 Estimate for number of Feeders to be augmented/ New Feeders
- 4.3 Estimate for number of Distribution Transformers (New /augmentation)
- 4.4 Synchronized evacuation plan with reference to GETCO STU plan
- 4.5 The network design parameters such as n-1, reliable and quality of power supply etc.
- 4.6 Assessment of DSM potential, preparation of DSM Plan and support for selection of DSM implementation agency

The network rollout plan shall be done for existing license area and entire license area of DPA (the area proposed to be taken over from PGVCL) separately with Capital Investment Plan. Necessary site visit will be done by service operator.

**5. To Be Report for DPA Distribution Business:**

Post study of existing business operations of DPA, Service operator shall submit the To-Be report on redefined Business Processes considering latest technological interventions, MIS/ Dashboards for Management of DPA, Timelines for replacement of Meters, Installation of new meters, measures for loss reduction and revenue enhancement, best industry practices etc. to be submitted.

**PART B: Distribution Services Support**

**1. Regulatory and Commercial Support:**

Service operator shall provide all type of regulatory, commercial and power sale and purchase support on day to day basis to DPA. This would include following:

- 1.1 Commercial Analysis: Developing Key Performance Indicators, regular Billing data analysis, Arrear analysis, consumption abnormalities etc.;
- 1.2 Service operator shall prepare the yearly /Multiyear tariff Petition with ARR for filing the same by DPA before GERC. Service operator shall prepare draft replies for responding to GERC on operational matters and other regulatory affairs;
- 1.3 Support for all matters related of Regulatory, Commercial and Power purchase before GERC, GUVNL, GETCO and PGVCL.
- 1.4 Service operator shall also assist DPA, in drafting reply for the letter, direction received from GERC/CERC/CEA/Ministry of Power / Ministry of Shipping related to distribution business of DPA or any kind of consultancy. If any of the above offices in Gujarat or out of Gujarat, is required to be visited, the contractor shall do the same at their cost including Incidental charges.
- 1.5 Service operator shall assist DPA in conducting detailed network study and preparation of asset register. Availability of an asset register shall assist DPA in complying with regulatory directives and computing true depreciation, to be claimed, under the ARR petitions.
- 1.6 Submission of MIS: Various statements like monthly T&D loss calculation, interruption statement, list of stopped/ defective meters/ replaced, new service connections released, list of pending applications at the end of month, consumer wise billing statement, list of consumers in arrears etc. would be made available to the DPA by Service operator.
- 1.7 If any kind of report/Information is required to be submitted to any authority, under the signature of a qualified energy manager or auditor, the same shall be done by the contractor at their cost.
- 1.8 If any site survey or study for taking decision of new project on their feasibility, the same shall be done by the contractor.
- 1.9 The contractor shall prepare a list showing the schedule date of payment of various statutory charges to avoid penalties on delayed payment. Further, the contractor shall prepare a list showing the schedule of time for the information to be updated/submitted to various authorities to avoid delay. Accordingly, they will take follow up action for timely disposal.

**2. Metering and Billing:**

- 2.1 Service operator shall arrange monthly joint meter reading (along with DPA) and preparation of monthly energy bills as per Performa of DPA on the basis of meter reading of consumers and distribution of bills to the consumers.
- 2.2 The bill shall be prepared in accordance with the applicable tariff order passed by the regulatory commission. Time to time testing/ calibration of consumers meters and input meters installed in substation(s) shall be done.

- 2.3 Revenue collection from the consumers situated in DPA area will be done by the DPA through their existing mechanism, however details of cash listing would be required from DPA for incorporation in consumer bills.
- 2.4 Service operator will strive to increase collection efficiency in DPA area by timely disconnection of defaulting consumers.
- 2.5 Service operator shall also be suggesting best industry practices to reduce technical and commercial losses in the system and thus assisting in minimization of distribution and AT&C losses.
- 2.6 Energy Meter Survey: Under this activity service operator shall note the consumer details including consumer number, energy meter number, connected load, etc.
- 2.7 Necessary user interface shall be required from DPA for electronically pushing the meter reading and uploading the meter reading data in the billing system of DPA. Billing will be done on monthly basis based on the approved applicable tariff order of GERC.
- 2.8 Service operator shall also be assessing the existing billing mechanism of DPA and suggesting the software support to expedite the overall billing process. The cost of such software, if being procured, shall be borne by service operator.
- 2.9 New Service Connections, load extension/ reduction
  - a. Applications received for new service connections, load extension/ reduction shall be processed by Service operator within time period and as per the procedure prescribed in Gujarat Electricity Supply Code and new connections, load extension/ reduction shall be served. Service operator shall carry out site survey and assess the requirement and submit the estimate to DPA for releasing new connection. The equipment and material for releasing new connections, load extension/ reduction i.e. metering equipment (ME), meter and control cable, etc. shall be provided by DPA to Service operator (the rental charges for ME and meter are billed to the consumers in energy bills). Service operator shall provide specifications and requirement of desired equipment; procurement of equipment shall be done by DPA.
  - b. Service operator shall share the details of the new consumers and the changes related to the consumers data with the DPA so as to enable the DPA to keep its database of consumers updated.
- 2.10 Disconnection/ Reconnection of defaulting consumers
  - a. Immediate after receiving instruction from DPA, Service operator shall serve the notices to defaulting consumers whose electricity connection is liable to be disconnected after serving a notice. After expiry of the notice period, Service operator (as per direction of DPA) will disconnect the supply to consumer premises in case payments are not made.
  - b. Service operator shall remove all metering equipment from the consumer's premises and deposit them to DPA's designated stores in cases of permanent disconnection.
  - c. Service operator (as per direction of DPA) shall reconnect the consumers as per the existing provisions on receipt of the outstanding amount.

### **2.11 Customer Services:**

**Service operator shall establish a customer care centre for electricity related issues on 24X7 basis.**

### **3. Power Procurement Planning and Power Scheduling & Operations:**

- 3.1 Service operator shall carryout calculation and assessment of day ahead, fortnightly and monthly power requirement for DPA area. For any gap between availability of power from existing power purchase agreement and demand



- forecasts, appropriate actions will be suggested /initiated for procuring additional power after consent from DPA;
- 3.2 Service operator will co-ordinate with GUVNL/NTPC/PGCIL/WRLDC/ WRDC/DPA for matters related to procurement of power from bilateral sources /IEX etc. The power procurement bills will be payable by DPA to respective agencies as per their practice in vogue;
  - 3.3 Service operator shall be assessing the load scheduled and drawl on actual basis and shall be suggesting appropriate load profiling to achieve cost optimization;
  - 3.4 Service operator shall be reviewing the present sources of power purchase and respective agreements and provide assistance to DPA in devising their optimal power procurement strategy based on their load profile. In case of power procurement through open access, Service operator shall assist in tendering, selection of the vender. Compliance to renewable purchase obligations shall also be a part of the suggested power procurement strategy.
  - 3.5 Service operator shall provide assistance & co-ordinations for regulatory provision with regard to wheeling of power from RE projects of DPA.

#### **PART C: Energy Auditing & Illumination Survey**

1. Service operator shall carry out energy audit of entire HT & LT network of DPA at Kandla once in a three year.
2. Illumination Survey shall be carried out once in every year during the Contract Period as per Dock Safety requirement. Payment of Illumination survey will be made on pro-rata basis per year.
3. Service operator shall provide energy audit reports both for feeder/DT wise and sub division/division wise.

#### **PART D: Supervision of Capex Planning**

1. Service operator shall carry out load growth study and\ necessary network expansion plan will be submitted to DPA. Supervision of line erection work done by DPA or consumers in the DPA area will be done by service operator for which supervision charges as per GERC regulations will be payable to service operator.
2. The Capital expenditure for new lines, substation etc. would be arranged by DPA. Survey and estimation works would be done by service operator, for which supervision charges, as mentioned at S no. 1 above will be payable to service operator.
3. Service operator will assist DPA in preparation of tenders including evaluation for distribution business.

#### **Exclusions to Scope of Work:**

1. Payment of professional fees for any legal opinion/ advocate as per need shall be excluded from the services to be provided by Service operator. Services of consultants, wherever required, shall be availed in consultation with DPA and such charges shall be directly settled by DPA with such consultants;
2. Representation in adjudicating authorities/appellate forums viz CERC, APTEL, High Court, Supreme Court, etc. in relation to any matters pertaining to this contract and payment of fees of such institutions shall be excluded from the services to be provided by Service operator. However, necessary information support to deal with such cases shall be provided by Service operator. Fees shall be directly paid by DPA to the respective institutions;
3. Payment of any statutory fees, if required, shall be paid by DPA directly;

4. Services including weather & generation forecasting for Renewable Energy projects;
5. The Cost of new equipment, including but not limited to meter, cable, transformer, VCB, relays, panels, etc. for either new installation or replacement of failed/defective/stopped/burnt equipment shall be paid by DPA. Service operator shall provide specifications and requirement of desired equipment; procurement of equipment shall be done by DPA.
6. DPA shall pay supervision charges on the capital works as per the estimate prepared by Service operator on case to case basis.
7. Preparation/separation of Financial Accounts of DPA for power business shall be outside the scope of services to be provided by Service operator. However, the service operator shall provide all types of support as will be required for separation of accounts.
8. Representation before Courts, Forums and Tribunals etc. in the cases involving disputes between DPA and electricity consumers of Port area is excluded from the services to be provided by Service operator. However, necessary MIS and back-end support to deal with such cases shall be provided by Service operator. Professional fees of advocates and consultants in such cases shall also be directly settled by DPA with such professionals.

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**Seal & Signature  
of Contractor**

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

## **SECTION VI**

### **Bill of Quantities (BOQ)**

**Name of Work:** Operation & maintenance of 66 KV substation & 66 KV OH & UG transmission line, Annual Maintenance Contract of HT & LT Electrical Installations of Residential & Non-Residential Buildings outside cargo jetty area at Kandla including TUNA and Appointment of Service Operator and Advisory Services for Distribution Business, Metering and Billing for a period of three years.

**Part- I - Operation & maintenance of 66 KV sub-station & 66 KV OH/66 KV UG transmission line for the period of three years.**

S/N	Description	Unit	Qty.	Amount for the Year	
				In figures	In words
Operation & Maintenance of 66 KV substation & 66 KV OH& UG transmission line as per the scope of work given in the tender with a new 5 seater Bolero Camper vehicle with driver, Fuel, Oil etc. on 24 Hrs. X 7 days basis.					
1	First Year	Year	1		
2	Second Year	Year	1		
3	Third Year	Year	1		
Total Amount: Part-I					

**Part-II – Comprehensive Annual maintenance Contract of HT/LT Electrical Installations of Residential & Non-Residential Buildings outside cargo jetty area at Kandla premises including TUNA for the period of three years.**

S/N	Description	Qty.	Unit	Amount for the Year	
				In figures	In words
1.	Comprehensive Annual Maintenance Contract of electrical installations, including lighting, wiring and power system of Residential & Non-Residential Buildings and Oil jetty, outside the cargo jetty area at Kandla including TUNA along with attending of fault by providing of 01 No. of new 5 seater Bolero Camper or equivalent vehicle with driver, Fuel, Oil etc. on 24 Hrs. X 7 days basis.				
(a)	First Year	1	Job		
(b)	Second Year	1	Job		
(c )	Third Year	1	Job		
<b>Total Amount: Part-II Rs.</b>					

**PART-III:**

**Appointment of Service Operator and Advisory Services for Distribution Business, Metering & Billing for a period of three years.**

S/N	Description	Qty.	Unit	Rate	Amount
1	Charges towards professional services for 03 years for the following as per the Scope of Work:				
A	Advisory Support &				
B	Distribution Services Support				
(a)	1st Year	1	Year		
(b)	2nd Year	1	Year		
(c)	3rd Year	1	Year		
Sub Total of B					
C (a)	Energy Auditing	Lump sum	Complete Job to be done		
Sub Total of C (a)					
C (b)	Illumination Survey	Lump sum	Complete Job to be done		
Sub Total of C (b)					
<b>Total Amount: Part-III (i.e. of A+B+C(a)+C(b)) Rs.:</b>					

<b>TOTAL AMOUNT (Part-I + Part-II + Part-III (A + B + C) Rs.</b>	
--	--

**(Grand Total In Words Rupees .....**  
**.....Only)**

**(NOTE:** The rates should be inclusive of All Taxes, Duties, Fees, Cess etc. and all incidental charges but exclusive GST).

S/N	Description	Quoted % of work
		In figures
(D) Supervision of Capex Planning and Implementation		
1	For new service connections & load extension/ reductions	Payment will be made in accordance with the GERC Norms
2	For capital Works amounting to	
A	Less than 5 Cr	_____ % of actual award cost of work

B	5 Cr and up to 20 Cr	_____ % of actual award cost of work
C	More than 20 Cr & up to 100 Cr	_____ % of actual award cost of work

Note: The above mentioned fee shall be subject to a maximum fee of Rs. 1 Cr per job work.

Part III (D) is for Supervision of Capex Planning and Implementation on need basis.

Hence, the same will not be part of tender award cost. However, for evaluation purpose of price bids, this part will be considered as per cl. 12 of Section III.

By participation in this tender, bidder automatically confirms the Payment terms as per the GERC Norms for new service connections & load extension / reductions in accordance with above BoQ Item at Part III (D) 1. No separate quote is required in n-Procure.

**Seal & Signature  
of Contractor**

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

**EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_ (authorization letter issued by the firm with my specimen signature and passport size photo and adhaar card are enclosed) have visited the site on \_\_\_\_\_ with DPA representative Shri \_\_\_\_\_, (Designation) \_\_\_\_\_ for the work of "Operation & maintenance of 66 KV substation & 66 KV OH & UG transmission line, Annual Maintenance Contract of HT & LT Electrical Installations of Residential & Non-Residential Buildings outside cargo jetty area at Kandla including TUNA and Appointment of Service Operator and Advisory Services for Distribution Business, Metering and Billing for a period of three years." and the sites and other issues related to tender to my satisfaction.

<b>Seal, name and signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of Executive Engineer (E)</b>

## **SECTION IX**

### **Approved Make List for Electrical Items**

<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
1	HT VCB	SIEMENS / CROMPTON GREAVES/ABB/Schneider
1(a)	HV Gas Insulated Breakers	SIEMENS /Schneider/ABB
2	POWER TRANSFORMERS	VOLTAMP/CROMPTON GREAVES /BHARAT BIJLEE/ BHEL/ SIEMENS/ ABB/ Schneider/T&R
3	DISTRIBUTION TRANSFORMERS	EMCO/KIRLOSKAR/PATSON/VOLTAMP/ ABB / Schneider / T&R
4	RESIN CAST TRANSFORMERS	
	A) RESIN CAST IMPREGNATED	VOLTAMP / KIRLOSKAR / EMCO
	B) DRY CAST	VOLTAMP/KIRLOSKAR/EMCO
5	HT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ /GLOSTER/ UNISTAR/ UNISTAR/KEI/FINOLEX/HAVELS
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ / RALLISON/PRIMECAB/ HAVELLS/ UNISTAR/AVOCAB / ADCAB
7	LT ACB	SIEMENS/L&T/SCHNEIDER/C&S
8	PROTECTION RELAYS	AREVA/L&T/SIEMENS/ABB/C&S
9	LT PANEL	CPRI APPROVED
10	CHANGE OVER SWITCH	SIEMENS/L&T/ABB/C&S/SCHNIDER/ LEGRAND / INDOASIAN
11	SFU FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB/C&S
12	SFU FOR DISTRIBUTION PANELS & FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/HAVELLS
13	MCCB FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB
14	MCCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNIDER/ LEGRAND/ INDOASIAN/HAVELLS
15	MCB/ELCB/RCCB/ RCCBO FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/HAGER L&T/ABB
16	MCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/ HAVELLS/ STANDARD
17	MCB DISTRIBUTION BOARD	STANDARD / HENSEL/LEGRAND / INDOASIAN / HAVELLS
18	MULTI FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/DIGITAL KWH METERS	L&T/ENERCON/SECURE/L&G/ RISHABH
19	ANALOG VOLT/AMPARE METER	RISHABH/AE/ENERCON/L&T

	FOR DISTRIBUTION PANELS AND FEEDER PILLERS	
20	SECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	RR KABEL / KEI / POLYCAB/MILEX/GUJCAB/ STANDARD / FINOLEX / ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY /PANAMA / HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS / INDOASIAN / SIMENS.
27	PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES	PRECISION/VULCAN/FINOLEX/ GARWARE/ RESTOPLAST/ SWASTIK / BPI
28	GLS LAMPS & FLUORESCENT LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE
29	HPSV, HPMV & METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE
30	IGNITORS FOR HPSV, METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE
31	LUMINARIES	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE/C&S
31a	LED LUMINARIES	Philips /Bajaj/Wipro/CG/Surya/Pyrotech/Syska/Nessa/C&S having surge Protection $\geq 10\text{KV}$ for fittings & internal Surge Protection for Driver of $\geq 4\text{KV}$ , LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/ with LM-79,80 CERTIFICATION
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
34	EXHUAST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC or its equivalent
36	WATER COOLER	VOLTAS/SHRIRAM USHA/BLUE STAR
37	AIR CONDITIONERS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/ONIDA
38	REFRIGERATORS	VOLTAS / CARRIER / BLUESTAR / USHA / HITACHI / LG / SAMSUNG / WHIRLPOOL



39	VOLTAGE STABILIZER	VEELINE / CAPRI
40	INVERTERS	SUKAM / MICROTEK
41	D.G. SETS	
	A) ENGINE	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR /ASHOK LEYLAND /VOLVO
	B) ALTERNATOR	STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC
42	ELECTRIC MOTOR	ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB
43	WATER PUMPS	SWASTIK / KSB
44	WATER GEYSER	BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD
45	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO

Note:

In case of supply of Make of material which is not in the DPA approved Make list, the said material should be supplied as per the latest GETCO approved Make list.

In case of supply of Make of material which is neither available in the DPA approved Make list not in the latest GETCO approved Make list, the said material should be supplied as per the Make decided by EIC for which written intimation will be given to the contractor.

Before procurement of material, the Make of the material should be approved by EIC in writing.

## **SECTION X**

### **MAINTENANCE SCHEDULES TO BE FOLLOWED BY THE CONTRACATOR DURING THE ARC PERIOD**

#### **DAILY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
Transformer			
1.	The contractor should take round in day shift for any abnormalities in transformers		
2	The contractor should ensure the condition of Silica Gel; if it is turned pink replacement should be carried out immediately, after informing Electrical Engineer In-charge.		
3	The contractor should monitor Oil Level of the transformer in day shift duty		
4	The reading of MOG (Magnetic Oil Gage) of main tank conservator tank should be checked. In case of unsatisfactory oil level in the MOG, oil is to be filled in transformer.		
5	Transformer tank to be checked for oil leakage. If oil leakage is found, action should be taken to plug the leakage.		
6	The contractor should record Oil Temperature, Winding Temperature and Oil Level Once in every hour in the substation Log book.		
7	Contractor should ensure that there should not be any kind of oil leakage from any part of the transformer. If observed immediately it is to be informed to the Engineer In-Charge and rectification should be done immediately.		
8	Tap Position		
9	Monitoring of Voltage/Load		
VCB/OCB , LT Panel , LDB			
1	Monitoring of Terminal connection on HT & LT side.		
2	Checking of cable boxes and gasketed joint.		
3	Checking of safety devices like Relays, Fuses etc for their proper functioning accuracy.		

Note :- Separate log book should be kept to maintain the transformer in their respective substation daily and duly signed by the staff undergoing the above maintenance and the same should be verified by site in charge.

### **DAILY MAINTENANCE**

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
General			
1	General cleaning in the surrounding areas of transformer if dust/Spider web or any other foreign particles found should be cleaned immediately		
2	Checking of battery charger and battery condition of protective system batteries, recording the relevant parameters.		
3	Checking cleaning of L.T distribution panel and its accessories and simultaneously replacement of spares required in the panel which should be properly noted with the name of the person involved in the work		
4	Updating and maintenance of all other registers.		
5	Contractor should monitor voltage/Load current at every hour of day shift and should log in a separate register.		
6	General checking of all the Bus Bars for abnormalities like spark, Heat up etc...		
7	To attend the complaint regarding Substations		
8	The contractor has to maintain daily log book for any attention of sub-station & electrical installation either a routine measure or for rectification of a breakdown/failure and the same should be verified by KPT representative.		
9	Attending to any other work as entrusted.		
10	Cleaning and sweeping of substation In morning hours and evening hours		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			

Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			
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**WEEKLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
<u>H.T. PANELS</u>			
1	Check all internal fuses		
2	Check all measuring instruments		
3	Check Relays Operation		
4	Cleaning of panels		
5	Check all indication lamps		
<u>L.T. PANELS</u>			
1	Check all fuses		
2	Check all measuring instruments		
3	Check indication lamps		
4	Check Relays Operation		
5	Check & tighten control wire connection		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

**WEEKLY MAINTENANCE OF BATTERY CHARGER PANEL / D.G Set BATTERY**

Location \_\_\_\_\_

Sr. No.	Activities	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
1	Check all cable connections		
2	Check all fuses		
3	Check all indications		
4	Check charging circuit		
5	Check inter links of Batteries		
6	Check solution level of Batteries		
7	Check all Sp. Gravity of Batteries		

Sr. No.	Sp. Gravity of batteries		Solution Level		Description of works
1	Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance	Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance	

Charging Voltage: \_\_\_\_\_

Charging Current: \_\_\_\_\_

Name and signature of technicians of the contractor who attended above work		
1		
2		

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

**MONTHLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr.	Description	Remarks
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No.		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
<b>TRANSFORMERS</b>			
1	Check all cable terminal connections		
2	Check oil leaks		
3	Check oil level		
4	Check oil breather condition		
5	Check expansion vent diaphragm		
5	Check alarm/trip circuits		
6	Cleaning of transformer		
7	Check silica gel condition		
8	Check any unusual sound		
9	Check all measuring instruments		
10	Check off load tap changer mechanism		
11	Checking of oil of BDV		
12	Reading of Magnetic Oil Gauge of main tank conservator		
13	Record Oil Temperature, Winding Temperature and Oil Level Once in every hour in the substation Log book		
14	General cleaning in the surrounding areas of transformer if dust/Spider web or any other foreign particles found should be cleaned immediately.		
15	Checking for insulation leakage and checking of CT, PT and bus bars if required.		
16	The oil level in oil cap under silica gel breather must be checked in one month interval. If it is found the transformer oil inside the cup comes below the specified level, oil to be top up as per specified level.		
17	Breathing holes in silica gel breather should be checked monthly and properly cleaned if required for breathing action.		
18	Check the transformer Marshaling Box		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

### **MONTHLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr.	Description	Remarks
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No		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
<b><u>BATTERIES</u></b>			
1	Battery charger panel testing and recording		
2	Routine checking of battery/cell for charging/discharging and rectification if abnormalities found.		
3	Attending of battery/cell for faulty/abnormalities.		
4	Drying and cleaning of battery/cell		
5	Checking of battery charger and battery condition of protective system batteries, recording the relevant parameters		
<b><u>L.T. PANELS</u></b>			
1	Check all cable connections		
2	Check all fuses		
3	Check all measuring instruments		
4	Check indication lamps		
5	Check Relays Operation		
6	Check Contactors Operation		
7	Check P.T, and C.T.'S		
8	Check all support insulators		
9	Check panel earthing		
10	Check all bolts and nuts		
11	Cleaning of panels		
<b><u>H.T. PANELS</u></b>			
1	Check all cable connections		
2	Check all internal fuses		
3	Check all measuring instruments		
4	Check all relays operation		
5	Check all contactors operation		
6	Check Isolators operating mechanism		
7	Check panel earthing		
8	Check all support insulators		
9	Check all bolt and nuts		
10	Check CTs , PTs, if required		

### **MONTHLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
1	Cleaning of panels		

2	Cleaning of P.T. and C.T.'S if required		
3	Check panel Heaters		
4	Check all indication lamps		
<u>H.T.BREAKERS</u>			
1	Check all connections		
2	Check all indication lamps		
3	Check control unit		
4	Check protection control		
5	Check contacts		
6	Check support Insulators		
7	Check closing/tripping circuit		
8	Check spring charging system		
9	Check limit switch		
10	Check all bolt and nuts		
11	Check earthing system		
12	Cleaning of the breaker		
13	Check inter-lock system		
<u>L.T. BREAKERS</u>			
1	Check all connections		
2	Check all indication lamps		
3	Check control circuit		
4	Check protection circuit		
5	Check main contacts		
6	Check closing/tripping circuit		
7	Check charging mechanism		
8	Check all bolt and nuts		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

### **MONTHLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
1	Check earthing system		

2	Cleaning of the breaker		
3	Oiling and greasing		
Other activities			
1	All the panel, electrical installations, substations and electrical equipment should be appropriately cleaned		
2	General checking of safety devices like contactor, output line, Fuses etc. and rectification of the same		
3	To check the fuses and other panel components.		
4	To Check controls circuit of VCB, OCB, ACB		
5	To check the S/s area Lightings and same should be replaced the faulty Tube Rod, Capacitor, Choke as & when required and made functionally operation.		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

### **SIX MONTHLY MAINTENANCE SCHEDULE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
1	Discharging of Batteries once in six months.		
2	Earth pit resistance has to be checked for all earth pits.		
3	Measurement of earth resistance includes removing of earth pit chamber covers, isolation of main earth strips and		

	connected strips, recording of value, reconnection of disconnected strips, replacement of corroded ones by GI coated fasteners items and emerying of strips, watering of earth pits, putting back earth chamber cover to the original position, marking of earth pits nomenclature etc. A detailed Test report should be submitted to the Electrical Engineer after completion of work and detailed history record has to be maintained at work place.		
4	Oil BDV testing of Transformers oil and updating of relevant records.		
5	Earth resistance measurement of all the Earth electrodes at no extra cost, updating of relevant records & Stickers.		
6	Preventive maintenance of UPS including back up testing		
7	Contractor should check Tripping/Closing mechanism of Breakers		
8	To check all the Circuit Breakers connected with the switchgear panels and their operating mechanism/contacts etc. and make them in perfect condition.		
9	To check the Functioning of, Winding Temperature Alarm & Settings , Oil Temperature Alarm & Settings, Bucholz Relay alarm setting, Oil BDV , Measurement of Earth Resistance, Operation of OLTC, Topping of Transformer Oil( if required) and submit the Test Report to take action by KPT as per IS: 2026 III.		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

### **YEARLY MAINTENANCE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
1	Perform all daily, weekly, monthly and Half Yearly maintenance schedules.		
2	Testing and calibration of all relays should be done as per IS 3842 and submit the report.		
3	Overhauling of all breaker and other parameters sustainability		
4	Filtration of transformer oil of all transformers confirming to IS 1866. Filtered oil has to be got tested by contractor and contract is required to submit the test certificate for BDV of oil.		
5	Transformer maintenance should be carried out as per IS-10028 and IS-2026, as possible as applicable.		
6	Maintenance of all earth pits and check and maintain value to all earthing by one ohm confirming to IS 3043 as possible as applicable		
7	Meggering of all LT/HT cables and value should be maintained as per IS standard, S/s end only		
8	Checking of all insulators and their connections for proper tightening and cleaning.		
9	Cleaning of all electrical installations.		
10	Test to be carried out in respect of Transformers: 1) Transfer oil test 2) Dissolved Gs Analysis 3) Dielectric Test. 4) Bucholz alarm & tripping ckt. 5) MCB Test. 6) PI Test. All test should be carried out as per the relevant IS standards to the satisfaction of the Engineer in Charge. Detailed test reports along with recommendations, remedies, and repairs needed if any maintenance/corrective actions required if any.		
11	Cleaning of all marshalling boxes from inside		
12	All illumination, space heaters to be checked for proper functioning		

13	Checking of all terminal connections of control and relay wiring and tightening		
14	Cleaning of all the relays, alarms and control switches along with their circuit with appropriate agents.		

### **YEARLY MAINTENANCE**

Location of sub-station: \_\_\_\_\_

Sr. No.	Description	Remarks	
		Condition/parameters before commencing maintenance	Condition/parameters after completion of maintenance
15	The pockets for OTI (Oil Temperature Indicator) and WTI (Winding Temperature Indicator) on the transformer top cover to be checked and if required oil to be replenished.		
16	The proper function of Pressure Release Device and Buchholz relay must be checked annually.		
17	Insulation resistance and polarization index of transformer must be checked with battery operated megger of 5 KV range.		
18	Resistive value for earth connection and riser must be measured annually with clamp on earth resistance meter.		
19	The contractor should check IR Value of Transformer on HT/LT side once in a year and test certificate should be produced for the same.		
20	All relays of 11/0.433KV substation should be tested and calibrated once in a year as per norms of IS 3842. subject to compliance of Part-C of Schedule-I		
21	Secondary injection testing of all relays CDG/MRI E-5/I-5/IDMT is to be carried out once in a year of HT side subject to compliance of Part-C of Schedule-I		
22	Primary injection testing is to be carried out once in a year for all 11KV substation relays subject to compliance of Part-C of Schedule-I		
23	All breakers VCB, OCB ACB are to be overhauled once in a year.		
24	Calibration of Relay, CT, PT & Meters as per scope of work. subject to compliance of Part-C of Schedule-I		
Name and signature of technicians of the contractor who attended above work			
1			
2			

Certification	JE (E)	SDO (E)	EIC
Whether any deficiency in the performance of the contractor has been noticed.			
Whether applicable parameters of equipment/system after maintenance work is matching as per acceptable norms			

**Note**

The maintenance schedule is subject to change from time to time as directed by EIC which will be binding on the contractor without claiming for any type of compensation.

## SECTION - XI

## Permit to Work Form

## Electrical Division

PTW No. :

Date :

Permit valid only for job mentioned and the maximum validity is only for \_\_\_\_ Hrs./Days from \_\_\_\_ Hrs./Days on \_\_\_\_/\_\_\_\_/2021.

(This copy is to be displayed at work site & preserve after closure.)

## A. Type of Permit :

Electric ☐ Excavation ☐ Confined Space Entry ☐ Hot Permit ☐ Lifting & Slings  
Work at Height ☐

## B. Job Details :

Location :

Job Executed by :

## C. Nature of Work :

☐ Civil Job ☐ Backfilling ☐ Dewatering ☐ Excavation ☐ House Keeping ☐ Overhauling  
☐ Protection to Cables ☐ Routine Maintenance ☐ Work at Height ☐ Finding of Fault at HT Cable  
☐ Finding of Fault at LT Cable ☐ Finding of Fault at 11 KV Switchgear ☐ Finding of Fault at 66 KV Equipment at Yard ☐ Finding of Fault at 66/11 KV Transformer ☐ Finding of Fault at 11/0.440 KV Transformer  
☐ Finding of Fault at 440V/220 V Cable ☐ Finding of Fault at Wiring ☐ Finding of Fault at Switchgear  
☐ Finding of Fault at HT Panel ☐ Finding of Fault at LT Panel.

## D. PPEs &amp; Fire Protection at Site :

Gloves ☐ Helmet ☐ Safety Shoes ☐ Face Shield ☐ Safety Glasses ☐ Dust Mask ☐ Fire Shield  
Safety Belt.

## E. Isolation List :

S. No.	Isolation of	Tagging Condition	Un-Tagging Condition	Lock

## F. Description :

Details	Name, Designation & User ID	Signature
Contractor's Supervisor : I've been communicated & understood the work to be executed and the precautions & safety measures to be taken and agreed to abide by the same.		
Approve : I've checked all the safeguards, and also, verified that it is isolated from all sources of energy, discharged, tested & earthed and all the hazards have been identified, assessed & controlled adequately and I approve this Permit.	JE (E)/Electrical Supervisor	

## G. Permit Closure/Cancellation :

Details	Date & Time	Signature	Name & Designation
Job Completed & Permit Closed			JE (E)/ Electrical Supervisor
Job Cancelled / Permit Cancelled			JE (E)/ Electrical Supervisor
Job Pending / Issue New Permit			JE (E)/ Electrical Supervisor



# SECTION - XII

Sr. No.	L.C. No.	Incomming Line	Power Off		L.C. Given by whom	Reason for	L.C. Return / Power ON		L.C. Return by whom
			Date	Time			Date	Time	
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15									
16									

Signature & Seal  
of Contractor

Executive Engineer (E)

**Earnest Money Deposit Bank Guarantee Format**

**SPECIMEN EMD (Bank Guarantee Format)**

*(The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on Rs 300/- non-judicial Stamp paper)*

\_\_\_\_\_  
[Bank's Name, and Address of Issuing Branch or Office]

**Beneficiary:** \_\_\_\_\_ [Name and Address of Employer/Board]

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

**TENDER GUARANTEE No.:** \_\_\_\_\_

We have been informed that {Name of the Tenderer} (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the tender") for the execution of {name of contract} under Invitation for Tender no. (\_\_\_\_). Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

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

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

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

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

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

\_\_\_\_\_  
{signature(s)}  
(Authorization letter from the issuing bank that signatory of this BG is authorized to do so should also be enclosed)

**Signature & Seal of Contractor**

**SECTION – XIII**  
**Format for submitting information for Bid Capacity**

**For calculating “A” of the formula.**

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor as given in the pre-qualification criteria	Value updated to the price level of the year (Col C x col D)
A	B	C	E	F
1				
2				
3				
4				
5				
6				
7				

**For calculating “B” of the formula**

Sr. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid

**Signature & Seal of Contractor**