



DEENDAYAL PORT AUTHORITY
MECHANICAL ENGINEERING DEPARTMENT

TENDER NO. EL/AC/2775

**Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area –
Electrification Work**

Superintending Engineer (Electrical)

Electrical Division

Deendayal Port Authority

6, Ground Floor,

Port & Custom Building,

New Kandla – 370210.

Phone No. (02836) 270209/270342

Fax No. (02836) 270184/271010

NOTICE NO. EL/AC/2775

Name of work	Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area – Electrification Work												
Estimated cost put to tender	46,43,254.00												
Tender fee :	2500 + 450 (GST) Present rate of GST is 18%												
EMD	<p>46,433.00</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - 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 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.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <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> </tbody> </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.
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Last date of downloading	__/__/2023 upto 14:00												
Last date and time of submission of E-tender	__/__/2023 upto 14:30 only on website https://kpt.nprocure.com :												
Pre-bid meeting	__/__/2023 @ 15:00 Hrs. in the Old Board Room, A. O. Building, Gandhidham												
Date and time for opening of E-tender	__/__/2023 at 15:00 hrs												
Downloading websites	https://kpt.nprocure.com , http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in .												
Corrigendum, if any, will be placed on websites only.													

Superintending Engineer (E)
Deendayal Port Authority

NOTICE INVITING ONLINE TENDER

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Deendayal Port Authority, Ground Floor, Port & Customs Building, New Kandla, Kutch – 370210.
Tender Notice No.	EL/AC/2775
Name of Project	Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area – Electrification Work
Name of Work	Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area – Electrification Work
Estimated Contract Value (INR)	46,43,254.00
Period of Completion (in Months)	Three months from the date of issue of Work Order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR) ()
Qualifying Criteria:	<p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>(a) Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least 13,92,976.00 Lakh as certified by the Chartered Accountant.</p> <p>(b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(1) Three similar completed works each costing not less than the amount equal to 18,57,302.00 <u>OR</u></p> <p>(2) Two similar completed works each costing not less than the amount equal to 23,21,627.00 <u>OR</u></p> <p>(3) One similar completed work costing not less than the amount equal to 37,14,603.00.</p> <p>IMPORTANT:</p> <p>(1) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p>

- (2) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
- (3) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
- (4) 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.
- (5) Bidder shall submit legally enforceable undertaking jointly executed (on 300/- non Judicial Stamp Paper) by himself and the Manufacturer/Authorized Channel Partner of offered LED High Bay fitting for satisfactory design, manufacture, supply, installation, testing, commissioning and performance including all warranty obligations as per Technical Specification, General & Special conditions of Contract.
- (6) Bidder shall submit their detailed illumination design report for Storage Shed No. 3 & 4, as per the details provided in the Technical Specification, showing the illumination level at ground level with quantity of LED high bay fittings, Position of LED high bay fittings in width & length of the Shed, Mounting height of LED high bay fittings, maintenance factor & uniformity ratio (Emin/Eavg) in a grid of 5m×5m (not less than 31×8 grid points). Deendayal Port Authority reserves the right to reject the alternative design/offer of the bidder at DPA's sole discretion.
- (7) Bidder shall submit LM79 report of the offered LED High Bay fitting issued by any NABL accredited laboratory only for calculation of Input Power for a bid by DPA.
- (c) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

IMPORTANT:

- (1) 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.
- (2) 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

	<p>amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(3) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p> <p>(d) 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 their respective 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.</p>												
Definition of Similar work	Similar work means "Supply, installation, testing and commissioning of Indoor or Outdoor Lighting" executed for Government or Public Sector Undertaking or any reputed Industrial Organization in private sector.												
Joint Venture	Not Allowed												
Rebate	Not applicable												
Bid Document Fee:	<p>2,500 + 450 (GST) Present rate of GST is 18%</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - 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 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.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <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> </tbody> </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.
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Bid documents download end date	__/__/2023 up to 14:00 Hrs.																								
Date and place of	__/__/2023 @ 15:00 Hrs. at A.O. Building, Gandhidham																								

pre Bid Meeting																					
Last date and time for Receipt of Bids	__/__/2023 @ 14:00 Hrs.																				
Bid Validity Period	120 Days																				
Condition	<p>(1) Tender Fee shall be submitted through on line transfer in PNB bank account no. 2177002100004628 - 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 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.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <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> </tbody> </table> <p>(2) EMD: Through on line transfer in PNB bank account no. 2177002100004628 - 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.</p> <table> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <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> </tbody> </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 – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group - 351	Electric power generation, transmission and distribution
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	<p>Class – 3510 Electric power generation, transmission and distribution</p> <p>Sub Class - Collection and distribution of electric energy to 35109 households, industrial, commercial and other users n.e.c.</p> <p>NOTE: Accordingly, offer of those bidders shall only be opened whose EMD and Tender Fee are received electronically.</p>
Remarks	<p>Bidder has to upload the scanned copy of EMD & Tender fee (MSME certificate in case of exemption) in preliminary bid submission and without which technical bid will not entertained.</p> <p>The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.</p>
Bid Opening Date	Preliminary bid will be opened on __/__/2023 @ 14:30 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>Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>Tender fees plus GST: As indicated above.</p> <p>EMD: As indicated above.</p> <p>Documents Mentioned in Eligibility Criteria.</p>
Officer- Inviting Bids:	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla, Kutch – 370210
Bid Opening Authority :	Superintending Engineer (E)
Address:	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla, Kutch – 370210
Contact Details :	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla, Kutch – 370210, Phone: 02836-270209, 270342. Fax No. 02836 270184.

(n) code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

Contact Details:

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

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

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

E-mail: nprocure@gnvfc.net

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

**Signature & Seal
of Contractor**

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

SECTION – I

INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The Superintending 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 The Bidders shall fulfill the following pre-qualification criteria:

FINANCIAL		
Sr. No.	Particulars	Supporting documents
(A)	Average annual financial turnover during the last three years ending 31 st March of the previous financial year should be at least	Certificate should be issued by the Chartered Accountant.

	13,92,976.00	
TECHNICAL		
(B)	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(1) Three similar completed works each costing not less than the amount equal to 18,57,302.00. <u>OR</u></p> <p>(2) Two similar completed works each costing not less than the amount equal to 23,21,627.00. <u>OR</u></p> <p>(3) One similar completed work costing not less than the amount equal to 37,14,603.00.</p>	<p>(1) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>(2) A copy of work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certification should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(3) Name of Contractor, (2) Name of Work, (3) No. of work order/agreement and date, (4) Contract value, (5) Contract period, (6) Date of commencement of work, (7) Date of completion, (8) Value of Work executed during the contract period/original contract period, (9) Date of issue of completion certificate.</p> <p>IMPORTANT:</p> <p>(1) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(2) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>(3) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p>(4) 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>(5) Bidder shall submit legally enforceable undertaking jointly executed (on 300/- non Judicial Stamp Paper) by himself and the Manufacturer/Authorized Channel Partner of offered LED High Bay fitting for satisfactory design, manufacture, supply, installation, testing, commissioning and performance including all warranty obligations as per Technical Specification, General & Special conditions of Contract.</p>

		<p>(6) Bidder shall submit their detailed illumination design report for Storage Shed No. 3 & 4, as per the details provided in the Technical Specification, showing the illumination level at ground level with quantity of LED high bay fittings, Position of LED high bay fittings in width & length of the Shed, Mounting height of LED high bay fittings, maintenance factor & uniformity ratio (Emin/Eavg) in a grid of 5m×5m (not less than 31×8 grid points). Deendayal Port Authority reserves the right to reject the alternative design/offer of the bidder at DPA's sole discretion.</p> <p>(7) Bidder shall submit LM79 report of the offered LED High Bay fitting issued by any NABL accredited laboratory only for calculation of Input Power for a bid by DPA.</p>
	Definition of Similar Work	Similar work means "Supply, installation, testing and commissioning of Indoor or Outdoor Lighting" executed for Government or Public Sector Undertaking or any reputed Industrial Organization in private sector.
(C)	<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>IMPORTANT:</p> <p>(1) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(2) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(3) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>	
(D)	<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 their respective 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.</p>	

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

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of similar works performed for each of the last seven years ending last

day of month previous the one in which applications are invited.

- (c) Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- (e) Duly filled Forms mentioned in Section – IV- Part – I.
- (f) PAN, Registration with GST, Provident Fund Authorities.
- (g) Valid Electrical Contractor License issued by respective State.
- (h) EMD: Through on line transfer in PNB bank account no. 2177002100004628 - 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.

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.

- (i) Tender fee: Through on line transfer in PNB bank account no. 2177002100004628 - 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.

Level	Description
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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 (duly 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: (Modified as per Clause No. 1 of Special Conditions, Section – III)**

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

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

Invitation for Bids (NIT)

Bid Reference No. EL/AC/2775

- 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
- Section VIII : Approved Make list of Electrical items

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder’s own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be

uploaded on Website <https://kpt.nprocure.com>, www.deendayalport.gov.in and 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 __/__/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 and 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:

- (1) EMD and Tender Fee.
- (2) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

b) Financial Bid:

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

13. Bid Prices

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

14. Currencies of Bid and Payment

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may

request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD, if any, will not be forfeited.

15.3 A bidder agreeing to the request will not be permitted to modify his bid.

16. Bid Security (Earnest Money Deposit - EMD)

16.1 EARNEST MONEY DEPOSIT (EMD) = 46,433.00

The tender shall be accompanied by Earnest Money Deposit of 46,433.00 (Rupees forty six thousand four hundred thirty three only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on line transfer in PNB bank account no. 2177002100004628 – 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. It may be noted that exemption certificate issued by any other authority will not be entertained. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

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.

a. EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 11*) 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. Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years, 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.

Bid reference No. EL/AC/2775

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 EE (E) within 7 days before opening of the tenders.

The envelopes shall be addressed to:

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

(b) bear the following identification:

“Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area – Electrification Work”

Bid reference No. EL/AC/2775

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 __/__/2023 up to 14:00 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> 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 disqualification of the bidder from bidding process of any contract with DPA for a period of 03 years.

D. Bid Opening and Evaluation

24. Bid Opening

24.1 On the due date and time, the employer will first open 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 in the form of Bid security declaration form 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.

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

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 (Modified as per Clause No. 2 of Special Conditions, Section – III)

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. 6) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

31.1 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.

31.2 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.

31.3 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 7) 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 initialed.

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.

- 33.1 Performance Guarantee shall be 10% of contract price, of which 5% of the contract price should be submitted as Performance Guarantee in form of Bank Guarantee, Digital Transfer or Fixed Deposit Receipt 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 1st 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.
- 33.2 Successful bidder has to submit the Performance Security @ 5% of the 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.

- 33.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.4 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.
- 33.5 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.
- 33.6 The balance Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 33.7 The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

34. Issue of Work Order

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within **Three months** from the date of Work Order.

36. Corrupt or Fraudulent Practices

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

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

- (i) "Corrupt Practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
- (ii) "Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

(b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

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

**Signature & Seal
of Contractor**

**Superintending 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 Authorities of Deendayal Port, a body corporate under the Major Port Authority 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

- 4.1 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.

4.2 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 (Modified as per Clause No. 3 of Special Conditions, Section – III)

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

- i. 70% of supply item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 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

- 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:
1. Loss of or damage to the works, plan and materials
 2. Loss of or damage to equipment
 3. Loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 4. 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

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the

rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.

- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of 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 (Modified as per Clause No. 4 of Special Conditions, Section – III)

- 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:

- 24.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion

thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- 24.2 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- 24.3 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.
- 24.4 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.
- 24.5 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.
- 24.6 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.
- 24.7 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.
- 24.8 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.
- 24.9 The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 24.10 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 24.11 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.
- 24.12 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.
- 24.13 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.
- 24.14 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

- 30.1 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.
- 30.2 The employer will not provide Port Authority Quarters, during the tenure of contract.
- 30.3 Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- 30.4 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. 5 of 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

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 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- (1) The number of labourers employed by him on the work.

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

b) No Labour Below 14 Years:

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

50. Registers to be maintained at site

(1) Site order Book:

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

(2) Hindrance Register:

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

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

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

52. Tools & Tackles

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

53. Hot work:

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at DEENDAYAL PORT AUTHORITY for such works shall be observed by the tenderer

and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

54. Indian Dock Safety Regulations

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

55. Valid Electrical Contractor License and Electrical Supervisor Certificate (Modified as per Clause No. 6 of Special Conditions, Section – III)

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

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, 6th 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/BGof 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**

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

SECTION – III

SPECIAL CONDITIONS

(These special conditions will supersede the General Condition and ITB wherever applicable)

1. Clause No. 6 of Instructions to Bidders (ITB), Section – I is not applicable.
2. Clause No. 28 of Instructions to Bidders (ITB), Section – I is modified and shall be read as under:

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 as per the following Power Loading Criteria subject to submission of agreement and performance security.

Evaluation of Price Bid:

- (1) The DPA do not bind itself to accept the lowest or any tender and reserve the right to accept any tender in part or to reject any tender without assigning any reason thereof. However, DPA reserves the right to reject any or all bids without assigning any reason thereof. Decision of DPA in deciding total amount of financial loading shall be final and binding upon the bidder and DPA will under no obligation to disclose or share working with the bidder.
- (2) Financial evaluation of technically qualified bids shall be done as per the following:
 - (a) The Power Consumption of the LED High Bay fittings offered by each of the technically qualified bids, as measured & certified in the LM79 test reports submitted in the bid issued by any NABL accredited laboratory only will be considered for calculating the Input power for that Bid.

$$\text{Input Power for a Bid} = \{\text{Power consumption of LED High bay fitting} \times 90 \text{ i.e., Total Quantity of LED High bay fitting for Storage Shed No. 3 \& 4}\}$$
 - (b) Input Power of the Bid having the lowest Input Power value shall form the “Base” of the power loading calculations.
 - (c) The difference in Input Power for a Bid with respect to the “Base” shall be calculated for each technically qualified Bid. The expenditure cost on account of extra energy consumption due to difference in Input Power shall be loaded for each technically qualified bid as below:
Extra Energy Expenditure Cost = Difference in Input Power with respect to Base (kW) X 12 hours X 365 days X 5 years X 5.55 (Prevailing tariff at DPA)
 (For example, if there are 3 technically qualified bids having input power of 25kW, 30kW and 35kW respectively then 25kW shall become the Base. The prices of the bids having input powers 30kW and 35kW shall be loaded considering a difference in Input Power of 5kW and 10kW respectively).
 - (d) This extra energy expenditure cost due to difference in Input Power for each Bid shall be added to the price bid of that Bid to arrive at Final Evaluated Price.
Final evaluated price of the Bid = Amount quoted in the Price Bid + Extra Energy Expenditure cost.
 - (e) This Final Evaluated Price bid by each Bidder shall be considered for evaluating the Lowest Offer.
3. The Clause No. 7 of General Condition of Contract (GCC), Section – II is modified and shall be read as under:
Payment Terms:

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

- (1) 70% payment (subject to deductions as per tender conditions) will be released after 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) and after inspection & acceptance of material by DPA.
- (2) 20% of item rate (subject to deductions as per tender conditions) after completion of erection, installation, testing and commissioning etc. and 90% of item rate for item covers only laying/fixing/removal etc. (If TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- (3) 10% (subject to deductions as per tender conditions) will be released after successful completion of whole work (If TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and handing over to DPA.
- (4) The payment from 2nd 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.

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 No.
- (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 here by 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

4. The Clause No. 14 of General Condition of Contract (GCC), Section – II is modified and shall be read as under:

Guarantee:

The guarantee period shall be for a period of one year from the date of handing over of entire work except for LED High Bay fittings for which a warranty period of 5 years is specified as per the technical specification of the material.

The Contractor shall give guarantee to 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 give guarantee to the Board

that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

The Board shall promptly notify the Contractor in writing of any claim arising under this guarantee. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

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.

5. The Clause No. 46 of General Condition of Contract (GCC), Section – II is modified and shall be read as under:

The following clause is added at Para (iv) of Clause 46 Third Party Inspection as under:

- (a) The LED High Bay Fitting shall be inspected in accordance with the Technical Specifications before dispatch by the Third Party Inspection Agency (TPIA) engaged by Deendayal Port Authority at manufacturer's site. The LM79 test shall be conducted by the Contractor in any NABL accredited Laboratory on any one of the LED High Bay fitting randomly selected by TPIA & the same will be witnessed by the TPIA. The cost of the testing shall be deemed to be included in the price quoted by the contractor and no separate charges shall be paid by DPA. The contractor has to submit details of LED chip manufacturer, batch number and bin number of the LED chips being used for manufacturing of LED High Bay Fitting.
- (b) The contractor shall have to give 7 days' notice period for the purpose of the inspection/testing by TPIA of DPA. Under no circumstances the LED High Bay fittings shall be dispatched to site without pre-dispatch inspection/testing by TPIA of DPA failing which it will be at the sole cost and risk of the contractor.

6. 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 of the contractor / service provider / Supplier.

7. The contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

8. The contractor shall supply the materials of only the particular bands/Make specified in the tender. If none of the make/brands are available in the market, then the department will accept the equivalent make/brand subject to the contractor producing a letter of non-availability from the manufacturer only. The EIC will ascertain the veracity of that letter directly from the manufacture. Such material will be accepted after obtaining the approval of the authority who approved the tender.

9. The clause no. 55 of GCC of Section – II is modified and shall be read as under:

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 their respective 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.

10. The Contractor shall carry out field test for the illumination level provided for Storage Sheds in the presence of Engineer-in-Charge & TPIA. The lux level measurement shall be done by Third Party Inspection Agency (TPIA) (to be engaged & payment shall be made by DPA).

In the event of illumination levels not found as per the requirement, the contractor shall have to carry out the work by replacing the LED fittings installed with other wattage and/or make of LED high bay fittings, at the same locations where hangers are fixed/provided for the LED high bay fittings, at his own cost to complete the work within the stipulated time and as per the requirement. Also, the contractor shall pay compensation to the Deendayal Port Authority for the assessed additional power consumption at an applicable Energy Charges per Unit as per the tariff order for DPA (The present tariff of Energy Charges is 5.55 per Unit). Deendayal Port Authority shall not pay anything extra to contractor to achieve the required illumination level. The compensation on account of extra energy consumption shall be calculated as below:

Compensation on account of extra energy consumption = Additional Power of LED High bay (kW) × 12 hours × 365 days × 10 years × (Energy Charges per Unit as per the tariff order for DPA).

11. The contractor shall install Display Board at site of work indicating the details of the work such as name of the work, name of contractor, scheduled date of start & completion of work, value of work etc. at his own cost.

**Signature & Seal
of Contractor**

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

SECTION IV**FORMS OF BID****PART – I****To be submitted by Bidders with their Bids**

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

PART – II**To be used by successful Bidder**

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

Form -1**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To

The Superintending Engineer (Electrical)

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/AC/2775)**
- (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)	2020-21	
i.e. last three financial years ending 31st	2021-22	
march of the previous year	2022-23	

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 2023**

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 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	Place	Contract	Name &	Value of	Stipulated	Value of	Anticipated
-------------	-------	----------	--------	----------	------------	----------	-------------

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

(B) Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

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

SPECIMEN FORMAT FOR DECLARATION
--

(To be executed on bidder's Letter Head)

To. _____

(Project title)

Ref: _____

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

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

Date: _____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

SPECIMEN LETTER OF AUTHORITY FOR

SUBMISSION OF BID

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

To

The

Dear Sir,

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

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.

We understand that the communication made with him by the employer/Board shall be deemed to
have been done with us in respect of this Tender.

[Specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

<u>EXCEPTIONS AND DEVIATIONS</u>

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

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

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]

LETTER OF INTENT FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/2775

(Name of Work)

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

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

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

Yours Faithfully,

(Signature of the controlling Officer)

CHIEF MECHANICAL ENGINEER

DEENDAYAL PORT AUTHORITY

SPECIMEN CONTRACT AGREEMENT

(To be executed on Rs.300 non-judicial stamp paper)

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

This agreement made of this _____ day of _____ Two Thousand between the Board of Deendayal Port Authority a body corporate under Major Port Authorities Act, 2021 having 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 BG/FDR/Digital Transfer towards security deposit, and
- 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 as signed 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 _____ Signature of Contractor
Seal

2. Name & Address _____ Seal

Signed, sealed and delivered by Shri _____ on
behalf of the Board in presence of

1. _____

2. _____ (Chief Mechanical Engineer)
DEENDAYAL PORT AUTHORITY

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

1. _____

2. _____

Secretary
DEENDAYAL PORT AUTHORITY

Form-8**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

A.O. Building,

P.O. Box No.50,

Gandhidham-Kutch.

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

_____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide

_____ (Name of the Department)'s letter No. _____

Date _____

_____ made between the contractors and the Board for execution of

_____ covered under Tender No. _____ dated _____

_____ (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract,

on production of a bank Guarantee
for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____ (Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board 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 up to _____; and

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

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

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

(iii) Bank Account No. of Beneficiary is 10316591671. Date _____ day of _23

For (Name of Bank)
(Name)
Signature

Form – 9

SPECIMEN LETTER OF AUTHORITY FROM BANK

FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authorities of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. _____

dated _____ for _____ favoring yourselves
issued on a/c of

M/s. _____

(Name of contractor)

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. _____ validity for expiry upto date _____ and claim expiry date up to _____ We also confirm
1) _____ 2) _____ is/are empowered to sign such Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

DEENDAYAL PORT AUTHORITY**Form of application by the Contractor for seeking extension of time****Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:

(a) 1 st extension vide EE's No.	Dated	Month	Days
(b) 2 nd extension vide EE's No.	Dated	Month	Days
(c) 3 rd extension vide EE's No.	Dated	Month	Days
(d) 4 th extension vide EE's No.	Dated	Month	Days

Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

(a) Serial No.
(b) Nature of hindrance
(c) Date of Occurrence
(d) Period for which it is likely to last
(e) Period for which extension required for this particular hindrance
(f) Overlapping period if any, with reference to item.....
(g) Net extension applied for
(h) Remarks, if any.

Total period on account of hindrance mentioned above.....

Month.....Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:

(a) Total value of extra work
(b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12
Submitted to the Sub-Divisional Officer.....

Signature of Contractor

Date: _____

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME

PART II

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

1. Date of receipt of application from Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No.....dated
3. Remarks of S.D.O.

(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Date:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
 - (1) Serial No.
 - (2) Nature of hindrance
 - (3) Date of occurrence
 - (4) Period for which hindrance is likely to last
 - (5) Extension of time applied for by the contractor
 - (6) Overlapping period, if any, giving reference to Items which overlap.
 - (7) Net period for which extension is recommended
 - (8) Remarks as to why the hindrance occurredAnd justification for extension recommended.

3. Executive Engineer's recommendations:

(The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

SECTION V

SCOPE OF WORK

Deendayal Port Authority (DPA) is one of the Major Port in India. The Specification is intended to cover the Electrification work for Dome Shaped Storage Sheds (Drawing is enclosed herewith at Section – VII) inside Cargo jetty area at Deendayal Port. The work will be carried out simultaneously with Civil work which includes Electrical part i.e. Supply, installation, testing & commissioning of LT Power Distribution Boards, Vertical TPN Distribution Boards, LED High Bay fittings, Supply & laying of LT armoured XLPE Cables and LT flexible Cable. The work shall be executed to the satisfaction of the Engineer in-Charge. The contractor shall arrange all types of tools, tackles, scaffoldings, temporary power supply at his own cost for installation, testing & commissioning of the work. The contractor shall submit colored layout drawing of complete wiring, installation & distribution in two set hard copy & soft copy after completion of work.

TECHNICAL SPECIFICATION

Technical Specification No. 1:

This item includes supply at site 1.1 kV grade, 4 core, 70 Sq.mm aluminium conductor XLPE insulated armoured cable confirming to IS 7098 (Part-I): 1985 with up to date amendments, having ISI mark and of approved make. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall submit type test certificate at the time of supply of Cable at site. The type test certificate shall not be more than 3 years old. The rate shall be inclusive of all taxes (excluding GST), packing, forwarding, insurance, transportation, and unloading at site of work.

Technical Specification No. 2:

This item includes supply at site 1.1 kV grade, 4 core, 35 Sq.mm aluminium conductor XLPE insulated armoured cable confirming to IS 7098 (Part-I): 1985 with up to date amendments, having ISI mark and of approved make. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall submit type test certificate at the time of supply of Cable at site. The type test certificate shall not be more than 3 years old. The rate shall be inclusive of all taxes (excluding GST), packing, forwarding, insurance, transportation, and unloading at site of work.

Technical Specification No. 3:

This item includes supply at site 1.1 kV grade, 4 core, 6 Sq.mm aluminium conductor XLPE insulated armoured cable confirming to IS 7098 (Part-I): 1985 with up to date amendments, having ISI mark and of approved make. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall submit type test certificate at the time of supply of Cable at site. The type test certificate shall not be more than 3 years old. The rate shall be inclusive of all taxes (excluding GST), packing, forwarding, insurance, transportation, and unloading at site of work.

Technical Specification No. 4:

This item includes supply at site 1.1kV grade, 3 core, 1.5 Sq.mm, overall tinned copper braided PVC sheathed flexible unarmoured cable confirming to IS 694: 2010 with up to date

amendments, having ISI mark and of approved make. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall submit type test certificate at the time of supply of Cable at site. The type test certificate shall not be more than 3 years old. The rate shall be inclusive of all taxes (excluding GST), packing, forwarding, insurance, transportation, and unloading at site of work.

Technical Specification No. 5:

This item includes supply at site FRP ladder type cable tray of following size along with its accessories:

- Width (W): 200 mm
- Side Channel Height (H): 50 mm
- Rung Width: ≥ 25 mm
- Rung Height: ≥ 15 mm
- Rung C to C: ≤ 300 mm
- Thickness (T): 3 mm
- Length (L): 2500mm

All accessories viz., Coupler Plates, Nuts, bolts & washers shall be of stainless steel SS304 material. The Cable Tray manufacturing shall be preferably ISO 9001: 2000. The contractor shall take prior approval of drawing from Engineer in-Charge before supply of cable tray. The rate shall be inclusive of all the taxes (excluding GST), insurance, packing, forwarding, transportation, unloading at site as directed by Engineer-in-Charge.

Technical Specification No. 6:

This item includes providing & fixing cable tray support for 200mm width cable tray on the wall/column structure of Shed. The cable tray support shall be horizontal strut channel bracket type. The dimension of base plate shall be 120mm (H) \times 40mm (W) \times 2mm (T). The dimension of the channel bracket shall be 40mm \times 40mm \times 2mm. The length of the channel bracket shall be 400mm. The material of cable tray support shall be SS304. The contractor shall supply the cable tray support at site after approval of drawing from Engineer in-Charge. The cable tray support shall be rigidly fixed on wall/column structure of Shed with two nos. of SS304 anchor fasteners of minimum size: M10, 10mm \times 100mm at the height as directed by Engineer in-Charge. This item includes all material, labour, scaffolding, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 7:

This item includes fixing of supplied 200mm width FRP ladder type cable tray along with accessories on cable tray support mounted on wall/structure of Shed. The installation shall be in accordance with equipment manufacturer's instructions, and with best workmanship & best industrial practice to the satisfaction of Engineer in-Charge. This item includes all material, labour, scaffolding, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 8:

This item includes laying of two run cable of size 4 core, 70 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable in the cable trench of existing Substation. The cable shall be laid after opening of trench by removing the MS chequered plates. After laying of the cable, cable trench shall be properly covered with existing chequered plates as per its original condition. The work includes required material and labour as directed by Engineer in-Charge.

Technical Specification No. 9:

This item includes laying of double length cable of size 4 core, 70 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable through Road Crossing by using Horizontal Directional Drilling (HDD) method by providing two suitable diameter of HDPE pipes having strength of 10kg/sq.cm. The contractor shall arrange machine for excavation, water for drilling, dewatering pump, HDD equipment at his own cost. The heavy duty HDPE pipes shall be buried at nominal minimum depth of 1.5m. Two run of LT cable shall be passed through separately buried HDPE pipes. Backfilling & dressing of excavated trenches shall be done as per its original condition. The work includes all material, labour, HDD equipment, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 10:

This item includes laying of 4 core, 70 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable through Road Crossing by using Horizontal Directional Drilling (HDD) method by providing suitable diameter of HDPE pipe having strength of 10kg/sq.cm. The contractor shall arrange machine for excavation, water for drilling, dewatering pump, HDD equipment at his own cost. The heavy duty HDPE pipe shall be buried at nominal minimum depth of 1.5m. The LT cable shall be passed through buried HDPE pipe. Backfilling & dressing of excavated trenches shall be done as per its original condition. The work includes all material, labour, HDD equipment, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 11:

This item includes laying of two run cable of size 4 core, 70 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable in the cable tray installation. The cable shall be properly dressed in such a manner that crossing of cables shall be minimized. The cable shall be clamped with suitable clamps/thick PVC straps at every 1 m distance in cable tray. All cables shall be laid in parallel in side-by-side as directed by Engineer in-Charge. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 12:

This item includes laying of 4 core, 70 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable in the cable tray installation. The cable shall be properly dressed in such a manner that crossing of cables shall be minimized. The cable shall be clamped with suitable clamps/thick PVC straps at every 1 m distance in cable tray. All cables shall be laid in parallel in side-by-side as directed by Engineer in-Charge. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 13:

This item includes laying of 4 core, 35 Sq. mm, 1.1kV grade, LT armoured aluminum Conductor XLPE Cable in the cable tray installation. The cable shall be properly dressed in such a manner that crossing of cables shall be minimized. The cable shall be clamped with suitable clamps/thick PVC straps at every 1 m distance in cable tray. All cables shall be laid in parallel in side-by-side as directed by Engineer in-Charge. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 14:

This includes laying of 4 core, 70 Sq.mm aluminum conductor XLPE Cable of 1.1KV Grade on wall/column structure. The G.I. Saddle clamps shall be provided of size 20mm×1mm (size suitable with respect to cable outer diameter) with suitable size of anchor fastener/heavy duty screws for clamping as directed. The cable shall be laid on wall/column structure with clamps at the height as directed by Engineer in-Charge. The clamp shall be fixed rigidly on wall/column structure at 0.3m intervals. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 15:

This includes laying of 4 core, 35 Sq.mm aluminum conductor XLPE Cable of 1.1KV Grade on wall/column structure. The G.I. Saddle clamps shall be provided of size 20mm×1mm (size suitable with respect to cable outer diameter) with suitable size of heavy duty screws for clamping as directed. The cable shall be laid on wall/column structure with clamps at the height as directed by Engineer in-Charge. The clamp shall be fixed rigidly on wall/column structure at 0.3m intervals. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 16:

This includes laying of 4 core, 6 Sq.mm aluminum conductor XLPE Cable of 1.1KV Grade on wall/column structure. The G.I. Saddle clamps shall be provided of size 20mm×1mm (size suitable with respect to cable outer diameter) with suitable size of heavy duty screws for clamping as directed. The cable shall be laid on wall/column structure with clamps at the height as directed by Engineer in-Charge. The clamp shall be fixed rigidly on wall/column structure at 0.3m intervals. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 17:

This includes laying of 3 core, 1.5 Sq.mm, copper braided PVC sheathed flexible unarmoured cable on wall/column structure. The G.I. Saddle clamps shall be provided of size 20mm×1mm (size suitable with respect to cable outer diameter) with suitable size of heavy duty screws for clamping as directed. The cable shall be laid on wall/column structure with clamps at the height as directed by Engineer in-Charge. The clamp shall be fixed rigidly on wall/column structure at 0.3m intervals. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in Charge.

Technical Specification No. 18:

This item includes laying of 3 core, 1.5 Sq.mm, copper braided PVC sheathed flexible unarmoured cable through clamp provided on existing hangers in the dome shaped roof

structure of the Shed. A distance between two existing hangers will be approximately 1m. The cable shall be passed & tied/fixed in the clamp provided on existing hanger in the Shed structure as directed by Engineer in-Charge. Contractor shall arrange necessary scaffolding/any other equipment of required height for laying of the cable through existing hangers in the roof structure of the Shed. The work includes all material, labour, scaffolding, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 19:

This item includes supply at site FRP Power Distribution Board. The Power Distribution Board shall be of suitable size; however, it shall be specious for easy maintenance and also, the minimum depth of the Power Distribution Board shall be 300mm. The Power Distribution Board shall be suitable for surface mounting.

The FRP Power Distribution Board shall have following features:

- The material for the enclosure shall be Fiber Reinforced Polyester (FRP) with F1 grade raw material of ultra guard.
- Protection Class: IP 65.
- Impact Resistance: IK 10
- Distribution Board sheet thickness shall be minimum 4 mm.
- Distribution Board's gasket shall be of properly greased with proper compression to maintain the ingress protection.
- Distribution Board enclosure shall comply with the requirement of dielectric strength as per IEC62208 standard, ultraviolet resistance test as per UL746C standard and glow wire test with flammability of 5VA as per UL94 standard.
- Distribution Board shall have continuous hinges. All the accessories like hinges, locking arrangement, screws & mounting brackets shall be of SS304 or higher grade SS.
- Distribution Board shall have backside mounting arrangement.
- All Distribution Board edges and door edges shall be reinforced against distortion. Cut outs shall be true in shape and devoid of sharp edges.
- The complete structure shall be rigid, self-supporting free from vibration, twists & bends.
- Finished painted appearance of equipment shall present an aesthetically, pleasing appearance, free from dents and uneven surfaces.

The FRP Power Distribution Board shall be provided with following electrical items:

- 1) Incomer – 4 Pole, 125 Amp, 25kA, MCCB: 1 No.
- 2) Outgoing – 4 Pole, 63 Amp, 25kA, MCCB: 2 Nos.
- 3) 100A, 415V, 3 phase power contactor: 1 No.
- 4) Digital Timer switch: 1 No.

- 5) Digital Multi-Function Energy Meter (Class 1): 1 No.
- 6) 125/5 Amp CT (Class 1): 3 Nos.
- 7) Phase R, Y & B Indication Lamps: 3 Nos.

The Distribution Board shall be complete in all respects having interconnection with PVC insulated cable single core, standard copper conductor of 650/1100V grade. The cable entry and exit shall be from bottom of the Power Distribution Board.

The Distribution Board shall be provided with 2 Nos. GI terminals for earthing. Before placing the order for manufacturing the Distribution Board drawing should be approved by Engineer in-Charge showing the arrangement of the electrical components and should fulfil the needs of IE rules. The Distribution Board shall be manufactured from type test certificate holder for LT Panel of similar or above rating.

The rate shall be inclusive of all taxes (excluding GST), packing, forwarding, insurance, transportation, and unloading at site of work.

Technical Specification No. 20:

This item includes supply at site 8 Way double door Vertical TPN Distribution Board with IP54 degree of protection. The VTPN DB shall be suitable for surface mounting. The VTPN DB shall be made from special grade of CRCA sheet and powder coated. The DB shall be fitted with 100A copper bus-bar insulated for each phase, 2 nos. shrouded neutral bar and 2 earth bar. The VTPN DB shall be supplied with pre-wired 1 No. 63A, 25kA, 4P MCCB as incomer and 8 nos. 16A, 10kA, TP MCBs as outgoing. The rates shall be inclusive of all the taxes (excluding GST), insurance, transportation, unloading as directed by Engineer in-Charge.

Technical Specification No. 21:

This item includes fixing & commissioning of supplied Power Distribution Board on wall /structure as directed by Engineer in-Charge. The DB shall be fixed rigidly on wall through suitable size of anchor fasteners as directed. This includes necessary wiring, connections & earth linking with all material, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 22:

This item includes fixing & commissioning of supplied Vertical TPN Distribution Board on wall /structure as directed by Engineer in-Charge. The DB shall be fixed rigidly on wall through suitable size of anchor fasteners as directed. This includes necessary wiring, connections & earth linking with all material, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 23:

This item includes supply at site FRP Junction Box of size 160 mm × 160 mm × 90 mm (W×H×D) along with 9 nos. of 32A capacity Connector duly mounted on DIN rail channel with suitable size of SS gland for incomer 4 core 6 Sq.mm XLPE aluminum conductor Cable and PG glands for three outgoing 3 core 1.5 Sq.mm braided copper flexible cable. The Junction Box shall have ingress protection of IP65. The Junction Box shall be provided with suitable wall mounting bracket. The size of the Junction Box is tentative and minimum. The

rate shall be inclusive of all taxes (excluding GST), insurance, transportation, unloading at site as directed by Engineer in-Charge.

Technical Specification No. 24:

This item includes fixing of supplied FRP Junction Box on wall/structure of the Shed at the location as directed. The DB shall be fixed rigidly on wall through suitable size of nut bolts/anchor fasteners/cemented wooden gutties as directed. This includes necessary wiring, connections & earth linking with all material, labour, scaffolding, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 25:

The contractor shall supply at site LED High Bay fittings to achieve average illumination level of not less than 150 Lux on ground level in a grid of 5m × 5m with uniformity ratio (E_{min}/E_{avg}) of 0.40 and maintenance factor of 0.80 inside Storage Shed No. 3 & 4. A common drawing of Storage Shed No. 3 & 4 is enclosed at Section – VII for reference. The lighting design of inside Sheds shall comply with IS 3646: (Part II) – 1966 with latest amendments.

The bidder shall design the illumination with following details:

- (1) Width of inside Storage Shed is 36.55m (Width – Y axis)
- (2) Length of inside Storage Shed is 151.80m (Length – X axis)
- (3) Position of LED high bay fittings in width – Y axis of the Shed: first fitting at 5.7m, second fitting at 18.275m & third fitting at 30.85m.
- (4) Position of LED high bay fittings in length – X axis of the Shed: first group of three fitting at 5.5m and thereafter subsequent group of three fittings at an equal distance of 10.080m up to fifteenth group of three fittings.
- (5) Mounting height of LED high bay fittings (between Ground level of Shed and surface of the LED high bay fitting's glass) shall not be less than 12.50 m for the middle row of LED high bay fittings and not less than 9.00 m each for side rows of high bay fittings inside both Sheds.

The bidder shall submit their detailed design report showing the illumination level with total quantity of fittings, maintenance factor & uniformity ratio in a grid of 5m×5m (not less than 31×8 points) along with their bid document.

The bidder shall submit LM79 test reports of the offered LED High Bay fitting issued by any NABL accredited laboratory only for calculation of power consumption of the design along with the bid document.

Note: The locations of hangers provided in the roof structure of Storage Sheds by DPA for fixing of LED high bay fittings by the contractor will be as per the details provided at sr. no. 3 & 4 above. However, the exact locations of the hangers are subject to minor change depending on the actual site condition only at Storage Sheds and the same will be decided by the Engineer in-Charge, DPA and decision of the Engineer in-Charge shall be final & binding on the contractor.

The Technical Specifications of LED High Bay fitting is as below:

SR.NO.	DESCRIPTION	SPECIFICATION
1	Input Power of High Bay fitting	To be offered by bidder
2	Input voltage AC	120-270 V AC
3	Input Frequency	50 Hz +/-1 Hz
4	Life	50,000 burning hours @ L70B50, Ta 35°C Outdoor
5	Mounting type for High Bay fitting	Eye bolt/Bracket for suspension mounting
6	Total Harmonic Distortion	<10% maximum
7	Working Temperature	0°C to +45°C
8	Working Humidity	10% to 90% RH
9	Temperature	5700K to 6500K
10	Colour rendering index	>70
11	Lumens / Watt	≥ 120 Lumen/Watt at System Level
12	Finishing	Corrosion resistant powder coating
13	Power factor	Not less than 0.95
14	Warranty	<p>5 Years from the date of successful commissioning.</p> <p>It is clarified that during Warranty Period, if the material is found to be defective or has poor performance or has lumen depreciation beyond permissible limit as per LM80 report, the Contractor shall promptly, Replace the material against manufacturing defects /Rectify the material, on receiving the instruction from Engineer-in-Charge at contractor's cost.</p> <p>The contractor shall have final & total single point responsibility for performance of the LED light fittings supplied.</p>
15	Construction	<p>The housing should be of single piece non-corrosive powder coated pressure die-cast aluminium frame.</p> <p>The weight of the High Bay fitting shall not be more than 8.0 kg.</p>
16	Surge Protection	The Luminaire should have a 10kV SPD. The SPD should be able to sustain a minimum 15 hits of 5kA rating i.e. Total of 45 hits across all the three modes as per IEC 61000.
17	Electrical Protection	The Luminaire should be capable of withstanding voltage stress of 440V phase to phase for 8 hrs at 50 degree Celsius and should have low voltage protection as 100V for 48 hours & high voltage cut-off above 325 VAC and should have an auto restart feature.
18	Impact Resistance	IK08

19	Driver Construction	<p>The Drivers should be a potted driver not a printed circuit board without casing, mounted inside the luminaire.</p> <p>The Driver shall be of constant current type and shall have Over voltage, Over current, Over temperature & Short circuit Protection.</p> <p>The driver efficiency shall be more than 85%.</p> <p>List of make of Driver: PHILLIPS Xitanium/ MEANWELL/ OSRAM/ BAG/ SOSEN/ INVENTRONICS.</p> <p>Manufacturers can use their own make LED driver and the LED Driver shall be BIS certified and shall meet the specifications and comply with Safety requirements (IEC 61347-1, IEC 61347-2-13), EMC requirements (CISPR 15/ EN 55015, IEC/EN 61547, IEC/EN 61000-3-2, IEC/EN 61000-3-3).</p>
20	Driver shall safety compliance	As per IEC 61347-1/ IS 15885 (Part2/ SEC13)/BIS certified
21	Ingress Protection Level of LED Light Fitting	IP 65 or more
22	Optics	As per Design
23	Material of optics	<p>PC lens with toughened glass cover. The LEDs should be provided with UV resistant lens/glass cover for avoiding yellowing of the lense/glass cover.</p> <p>Or Exposed lensed PC Lens plate, the LEDs should be provided with anti-dust, UV resistant exposed lens for avoiding any dust & dirt accumulation on the fixtures and yellowing of the lenses.</p>
24	Makes of LEDs	Osram, Cree, Lumileds, Nichia, Seoul.
25	Specification of LED	SMD type with wattage of each LED should be > 1 Watt and \leq 3 Watt.
26	Certificate/Report	<p>(1) Type test reports for LED fittings & LED Driver.</p> <p>(2) The luminaire should be tested as per IEC 60598 standards and following test reports should be submitted: Thermal Test, Ingress Protection Test, Electrical / Insulation Resistance Test, Endurance Test, Humidity Test. The luminaire should be tested for 'Drop test' as per IEC 60068-2-31/IS9000 Part 7 / Sec 3 standards. The luminaire should be tested for 'Vibration test' as per ANSI/IEC 68-2-6 standards.</p> <p>(3) Should comply to IESNA LM-79 (Approved method for the Electrical and Photometric Measurements of Solid-State Lighting Products).</p>

		<p>LM79 report from NABL accredited laboratory.</p> <p>(4) The LEDs used should comply to LM-80 standards (IESNA: Approved Method for Measuring Lumen Maintenance of LED Light Sources and LED lumen depreciation time to L70 based on LM-80 data).</p> <p>(5) The LEDs shall comply with photo biological safety norms as per IEC 62471/EN 62471/IS:16108 under Risk Group 1 (Low Risk).</p> <p>(6) BIS Certificate for LED Driver.</p> <p>(7) BIS Certificate for LED Luminaire.</p> <p>Contractor shall submit all the above certificate/report including BIS certificate (excluding LM79 report) for all LED light fitting at the time of supply of fittings.</p>
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The rate shall be inclusive of all taxes (excluding GST), insurance, transportation, unloading at site as directed by Engineer in-Charge.

List of make of LED luminaire: Bajaj/ Philips/ CG/ C&S/ SYSKA/ WIPRO/ Pyrotech/ Surya/ Nessa/ Panasonic/ Havells/ Halonix/ Orient Electric/ WMEL.

Field Test for LED High Bay fittings:

The Contractor shall carry out field test for the illumination level provided for Storage Sheds in the presence of Engineer-in-Charge & TPIA. The lux level measurement shall be done by Third Party Inspection Agency (TPIA) (to be engaged & payment shall be made by DPA). The contractor shall prepare grid of 5m × 5m and mark the measuring points for measurement of lux level by the TPIA as directed by Engineer in-Charge.

The contractor shall demonstrate in the Field Test that their design achieves the average illumination level as below:

Illumination Level at inside Storage Shed Nos. 3 & 4:

An average illumination level shall not be less than 150 Lux on ground level in grid of 5m × 5m with uniformity ratio (E_{min}/E_{avg}) of 0.40 and maintenance factor of 0.80 inside Storage Shed Nos. 3 & 4. It is clarified that the measured average lux level at the time of Field Test shall not be less than 187.5 lux.

The illumination level shall be measured inside Storage Shed No. 3 or Shed No. 4 in a size of 50m × 36.55m by making a grid of a 5m x 5m covering the entire area at ground level. The location of 50m × 36.55m inside Storage Shed for the field test will be randomly selected by Engineer in-Charge.

In the event of illumination levels not found as per the requirement, the contractor shall have to carry out the work by replacing the LED fittings installed with other wattage and/or make of LED fittings, at the same locations where hangers are fixed/provided for the LED high bay fittings, at his own cost to complete the work within the stipulated time and as per the requirement. Also, the contractor shall pay compensation to the Deendayal Port

Authority for the assessed additional power consumption at an applicable Energy Charges per Unit as per the tariff order for DPA (The present tariff of Energy Charges is 5.55 per Unit). Deendayal Port Authority shall not pay anything extra to contractor to achieve the required illumination level. The compensation on account of extra energy consumption shall be calculated as below:

Compensation on account of extra energy consumption = Additional Power of LED High bay (kW) × 12 hours × 365 days × 10 years × (Energy Charges per Unit as per the tariff order for DPA).

Technical Specification No. 26:

This item includes fixing & commissioning of supplied LED high bay fitting at Storage Shed. The LED high bay fitting shall be fixed on existing hanger by providing required length of SS 304 eye bolt & required accessories complete in all respect as directed by Engineer in-Charge. DPA will provide Hanger duly fixed in the Shed structure for mounting of the LED high bay fitting only. The work includes necessary wiring & connections of LED high bay fitting and 3 core, 1.5 Sq.mm braided copper flexible cable with all required material, scaffolding, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 27:

This item includes preparation of maintenance free earth station by providing 60mm diameter, 3 meter, 100 micron hot dipped GI chemical electrode with back fill compound including accessories & masonry work. A cement concrete (ratio 1:4:8) chamber of at least 300 mm × 300 mm shall be prepared and a CI cover of suitable size shall be provided for the chamber. The work shall be carried out to entire satisfaction of Engineer in charge. This work includes all material, labour, tools & tackles as directed by Engineer-in-Charge.

Technical Specification No. 28:

This item includes supply at site, laying, fixing and connection of GI strip of size 25x6 mm from earth station to electrical equipment as directed. The GI strip shall be laid and clamped suitably on wall/floor/structure or buried in the ground as directed. This work includes all material, labour, tools & tackles as directed by Engineer in-Charge.

**Signature & Seal
of Contractor**

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

SECTION VI**Bill of Quantity**

Name of Work: Construction of Storage Shed over existing floor of Godown No. 3 & 4 inside Cargo Jetty Area – Electrification Work.

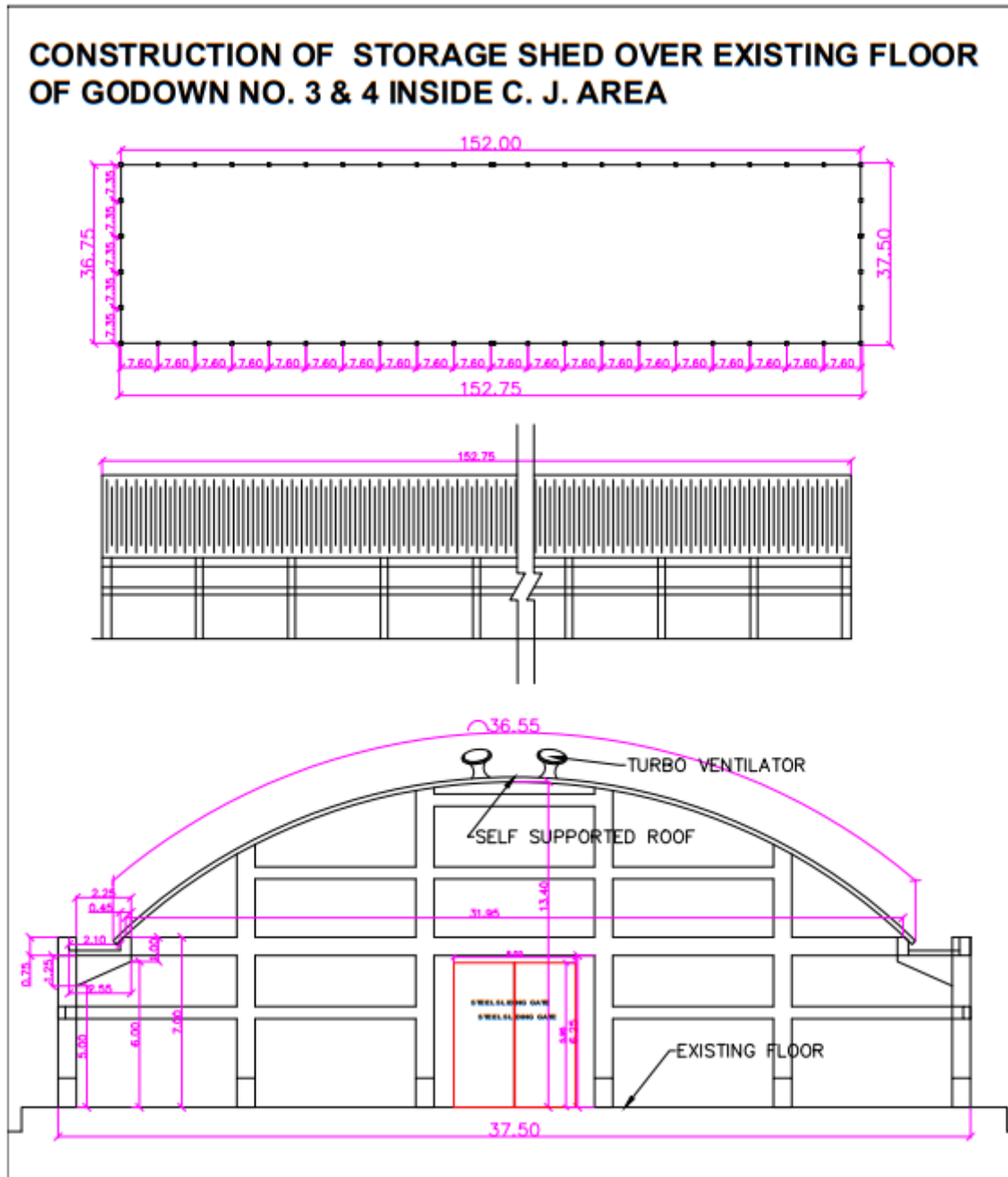
Sr. No.	Description	Qty.	Unit	Rate	Amount
1	Supply at site 4 Core, 70 Sq.mm LT armoured aluminium conductor XLPE cable of 1.1kV grade as per Technical Specification No. 1	800	m		
2	Supply at site 4 Core, 35 Sq.mm LT armoured aluminium conductor XLPE cable of 1.1kV grade as per Technical Specification No. 2	250	m		
3	Supply at site 4 Core, 6 Sq.mm LT armoured aluminium conductor XLPE cable of 1.1kV grade as per Technical Specification No. 3	1000	m		
4	Supply at site 3 core, 1.5 Sq.mm, copper braided PVC sheathed flexible unarmoured cable as per Technical Specification No. 4	2800	m		
5	Supply at site 200mm width FRP Ladder type Cable Tray along with its accessories as per Technical Specification No. 5	265	m		
6	Providing & fixing Cable Tray Support as per Technical Specification No. 6	265	No.		
7	Fixing of 200mm width FRP Ladder type Cable Tray along with its accessories as per Technical Specification No. 7	265	m		
8	Laying of double run of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 70 Sq.mm in existing substation trench as per Technical Specification No. 8	60	m		
9	Laying of double run of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 70 Sq.mm through HDD method as per Technical Specification No. 9	100	m		
10	Laying of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 70 Sq.mm through	75	m		

	HDD method as per Technical Specification No. 10				
11	Laying of double run of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 70 Sq.mm in cable tray installation as per Technical Specification No. 11	75	m		
12	Laying of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 70 Sq.mm in cable tray installation as per Technical Specification No. 12	150	m		
13	Laying of LT armoured aluminium conductor XLPE cable of 1.1kV grade 4 core, 35 Sq.mm in cable tray installation as per Technical Specification No. 13	150	m		
14	Laying of 4 Core, 70 Sq.mm size LT armoured alluminium conductor XLPE cable of 1.1kV grade on wall through clamps as per Technical Specification No. 14	40	m		
15	Laying of 4 Core, 35 Sq.mm size LT armoured alluminium conductor XLPE cable of 1.1kV grade on wall through clamps as per Technical Specification No. 15	40	m		
16	Laying of 4 Core, 6 Sq.mm size LT armoured alluminium conductor XLPE cable of 1.1kV grade on wall through clamps as per Technical Specification No. 16	920	m		
17	Laying of 3 core, 1.5 Sq.mm, copper braided PVC sheathed flexible cable of 1.1kV grade on wall/structure through clamps as per Technical Specification No. 17	300	m		
18	Laying of 3 core, 1.5 Sq.mm, copper braided PVC sheathed flexible cable through existing hangers provided in dome shaped roof structure as per Technical Specification No. 18	2460	m		
19	Supply at site FRP Power Distribution Board as per Technical Specification No. 19	2	No.		
20	Supply at site 8-Way Vertical TPN Distribution Board as per Technical	4	No.		

	Specification No. 20				
21	Installation, Testing & Commissioning of FRP Power Distribution Board as per Technical Specification No. 21	2	No.		
22	Installation, Testing & Commissioning of 8-Way Vertical TPN Distribution Board as per Technical Specification No. 22	4	No.		
23	Supply at site FRP Junction Box as per Technical Specification No. 23	30	No.		
24	Fixing of FRP Junction Box as per Technical Specification No. 24	30	No.		
25	Supply at site LED High Bay fitting as per Technical Specification No. 25	90	No.		
26	Installation, Testing & Commissioning of LED High Bay fitting as per Technical Specification No. 26	90	No.		
27	Preparation of earthing system with 60mm diameter, 3m GI chemical electrode and back fill compound as per Technical Specification No. 27	12	No.		
28	Supply, Laying, connecting of GI Strip of 25×6 mm size between earth station to the equipment as per Technical Specification No. 28	150	m		
Total					
(In words Rupees _____ only) (NOTE: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges; but exclusive of GST).					
Signature & Seal of Contractor			Superintending Engineer (E) Deendayal Port Authority		

SECTION – VII

(1) Drawing of Storage Shed No. 3 & 4:



Signature & Seal
of Contractor

Superintending Engineer (E)
Deendayal Port Authority

SECTION – VIII

Approved Make List of Electrical Items		
Sr. No.	Description	Recommended Makes
1	HV 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
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ RALLISON/PRIMECAB/ HAVELLS/ UNISTAR/AVOCAB/ALLCAB/ADCB
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 FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SLECTOR 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	RRKABEL/KEI/POLYCAB/MILEX/GUJCAB/ STANDARD/ FINOLEX/ ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY/PANA MA/HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS/ INDOASIAN/ SIEMENS
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
31a	LED Luminaries	Philips/Bajaj/Wipro/CG/Surya/Pyrotech/Syska/Nessa having surge Protection $\geq 10KV$ for fittings & internal Surge protection for Driver of $\geq 4KV$, LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/Nicia 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	EXHUAUST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
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 (b) ALTERNATOR	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR/ ASHOK LEYLAND/VOLVO 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

Signature & Seal of Contractor

Superintending Engineer (E)
Deendayal Port Authority