



MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO. EL/WK/2813

Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla

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

TENDER NOTICE NO. EL/WK/2813

| Name of work | Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla. | | | | | | | | | | | | |
|------------------------------|--|-------|-------------|-------------|--------------|---------------|-------------------|-------------|----------------------------------|--------------|----------------------------------|-------------------|--|
| Estimated cost put to tender | Rs. 8,68,12,230.00 | | | | | | | | | | | | |
| Tender fee : | <p>Rs. 5000 + 900 (GST) Present rate of GST is 18 % Through online transfer in Punjab National Bank, Kandla Branch 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non- responsive in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – F</td><td>CONSTRUCTION</td></tr><tr><td>Division – 42</td><td>CIVIL ENGINEERING</td></tr><tr><td>Group - 422</td><td>Construction of utility projects</td></tr><tr><td>Class – 4220</td><td>Construction of utility projects</td></tr><tr><td>Sub Class - 42202</td><td>Construction/erection and maintenance of power, telecommunication and transmission lines</td></tr></table> <p align="center">OR</p> | Level | Description | Section – F | CONSTRUCTION | Division – 42 | CIVIL ENGINEERING | Group - 422 | Construction of utility projects | Class – 4220 | Construction of utility projects | Sub Class - 42202 | Construction/erection and maintenance of power, telecommunication and transmission lines |
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| | 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. | | | | | | | | | | | | |
| EMD | <p>Rs. 8,68,122.00</p> <p>In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham in favour of Deendayal Port Authority, Gandhidham. The bank guarantee should be submitted as per the format given in Form-6.</p> <p>Scanned copy to be uploaded on (n) procure website while uploading the bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.</p> <table><tr><td>Level</td><td>Description</td></tr><tr><td>Section – F</td><td>CONSTRUCTION</td></tr><tr><td>Division – 42</td><td>CIVIL ENGINEERING</td></tr><tr><td>Group - 422</td><td>Construction of utility projects</td></tr><tr><td>Class – 4220</td><td>Construction of utility projects</td></tr><tr><td>Sub Class - 42202</td><td>Construction/erection and maintenance of power, telecommunication and transmission lines</td></tr></table> <p style="text-align: center;">OR</p> | | Level | Description | Section – F | CONSTRUCTION | Division – 42 | CIVIL ENGINEERING | Group - 422 | Construction of utility projects | Class – 4220 | Construction of utility projects | Sub Class - 42202 | Construction/erection and maintenance of power, telecommunication and transmission lines |
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| Last date of downloading | 09/07/2024 upto 14:00 | |
| Last date and time of submission of E-tender | 09/07/2024 upto 14:30 only on website https://kpt.nprocure.com : | |
| Pre-bid meeting | 18/06/2024 at 15:00 hrs | |
| Date and time for opening of E-tender | 09/07/2024 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. | | |

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

NOTICE INVITING ON LINE TENDER

| | |
|---|--|
| Department Name | Mechanical Engineering Department |
| Circle/ Division | Electrical Division, Port & Customs Building, Ground Floor, New Kandla-(Kutch)-370210 |
| Tender Notice No. | EL/WK/2813 |
| Name of Project | Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla |
| Name of Work | Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla |
| Estimated Contract Value (INR) | Rs. 8,68,12,230.00 |
| Period of Completion (in Months) | 6 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) |
| Pre-Qualification Criteria | <p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfil the following pre-qualification criteria:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least ₹ 260.44 Lakh certified by Chartered Accountant.</p> <p>b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed works each costing not less than the amount equal to ₹ 347.25 Lakh.</p> <p style="text-align: center;">Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to ₹ 434.06 Lakh</p> <p style="text-align: center;">Or</p> <p>iii) One similar completed work costing not less than the amount equal to ₹ 694.50 Lakh</p> <p>Note: The cost of One/Two/Three similar work shall be excluding of GST.</p> <p>c) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the</p> |

total bid value.

The available bid capacity will be calculated as under:

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

Where,

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

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

“B” = Value at current price level of existing commitments and on-going works to be completed in the next ‘N’ years.

| Finan cial Year | 2022 -23 | 2021- 22 | 2020- 21 | 2019 -20 | 2018- 19 | 2017 -18 | 2016 -17 |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| Index | 152.5 | 139.4 | 123.4 | 121.8 | 119.8 | 114.9 | 111.6 |
| Multi plying Facto r | 1.00 | 1.09 | 1.24 | 1.25 | 1.27 | 1.33 | 1.37 |

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

IMPORTANT:

a) The value of Annual Turnover is not to be considered towards “A” as mentioned in the formula.

b) The Information may be provided as per the format given at Section-IX

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

IMPORTANT:

The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.

| | |
|----------------------|--|
| | <p><u>Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</u></p> <p><u>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</u></p> <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 any states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p> <p>e) Upload duly signed document given at Section-VII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VIII, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).</p> <p style="text-align: center;">Similar works means</p> <p>"SITC of Illumination System with High Mast along with HT & LT Electrical Distribution System for any Government or Public Sector Undertaking or any reputed Industrial Organisation or Industry/Company in private sector."</p> |
| Joint Venture | Not Allowed |
| Rebate | Not applicable |

Bid Document Fee:

Rs. 5000 + 900 (GST) Present rate of GST is 18%

Through on line transfer in Punjab National Bank, Kandla Branch 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.

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

OR

| Level | Description |
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| 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. |

**Bid Document Fee
Payable To:**

Through online 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. | | | | | | | | | | | | |
|----------------------------------|---|-------|-------------|-------------|--------------|---------------|-------------------|-------------|----------------------------------|--------------|----------------------------------|-------------------|--|
| Bid Security/ EMD (INR) : | <p>₹ 8,68,122.00</p> <p>In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham in favour of Deendayal Port Authority, Gandhidham. The bank guarantee should be submitted as per the format given in Form-6.</p> <p>Scanned copy to be uploaded on (n) procure website while uploading the bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 42</td><td>CIVIL ENGINEERING</td></tr> <tr> <td>Group - 422</td><td>Construction of utility projects</td></tr> <tr> <td>Class – 4220</td><td>Construction of utility projects</td></tr> <tr> <td>Sub Class - 42202</td><td>Construction/erection and maintenance of power, telecommunication and transmission lines</td></tr> </tbody> </table> <p style="text-align: center;">OR</p> | Level | Description | Section – F | CONSTRUCTION | Division – 42 | CIVIL ENGINEERING | Group - 422 | Construction of utility projects | Class – 4220 | Construction of utility projects | Sub Class - 42202 | Construction/erection and maintenance of power, telecommunication and transmission lines |
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| Bid Document Downloading Start Date | 07/06/2024 | |
| Bid Document Downloading End Date | 09/07/2024 up to 14:00 Hrs. | |
| Date & Place of Pre Bid Meeting | 18/06/2024 @ 15:00 Hrs. at A.O. Building, Gandhidham. | |
| Last Date & Time for Receipt of Bids | 09/07/2024 @ 14:30 Hrs. | |
| Bid Validity Period | 120 Days | |
| Condition | <p>(1) Tender Fee shall be submitted through on line transfer in Punjab National Bank, Kandla Branch 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.</p> <p style="text-align: center;">OR</p> | |

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(2) EMD: In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham **in favour of Deendayal Port Authority, Gandhidham**. The bank guarantee should be submitted as per the format given in **Form-6**.

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

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| | <p>3) Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required to be submitted in preliminary bid.</p> <p>Accordingly, technical offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity Pact (duly signed by bidder and witnesses) are received electronically in preliminary submission.</p> | |
| Remarks | The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary and technical bid. | |
| Bid Opening Date | Technical Bid will be opened on 09/07/2024 @ 15:15 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid. | |
| Documents required to be submitted by scanning through online | <p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>b. Tender fees plus GST: Through online transfer in Punjab National Bank, Kandla Branch 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> | |

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- c. **EMD:-** In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at **Gandhidham in favour of Deendayal Port Authority, Gandhidham. The bank guarantee should be submitted as per the format given in Form-6.**

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- d. Integrity pact duly signed by bidder and witnesses.
- e. Documents Mentioned in Eligibility Criteria.

Officer- Inviting Bids:

Executive Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210

Bid Opening Authority
:

Executive Engineer (E)

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

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

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

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

Contact Details:

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

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

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

E-mail: nprocure@gnvfc.net

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

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

SECTION – I

INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope of Bid

- 1.1 The Executive Engineer (Electrical), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

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

3. Eligible Bidders

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

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

| Sr. No | Particulars | Supporting Documents |
|--------|---|---|
| (a) | Average Annual financial turnover during the last 3 | Certificate should be issued by the Chartered Accountant. |

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| | years, ending 31 st March of the previous financial year, should be at least ₹ 260.44 Lakh Certified by Chartered Accountant. | |
| (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: Three similar completed works each costing not less than the amount equal to ₹ 347.25 Lakh Or Two similar completed works each costing not less than the amount equal to ₹ 434.06 Lakh Or One similar completed work costing not less than the amount equal to ₹ 694.50 Lakh</p> <p>Note: The cost of One /Two /Three similar work shall be excluding of GST.</p> | <p>(a) A copy of the certificate in respect of the successfully completed similar work. (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:-</p> <p>1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period/original contract period (9) Date of issue of certificate.</p> <p>(c) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><u>IMPORTANT:</u> <u>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.</u></p> <p><u>Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered</u></p> |

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| | <p><u>Accountant.</u></p> <p><u>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</u></p> <p>d) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.</p> <p>The available bid capacity will be calculated as under:</p> <p>Assessed Available Bid capacity = $A \times N \times 2 - B$, Where,</p> <p>“N” = Number of years prescribed for completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last seven years (at current price level).</p> <p>“B” = Value at current price level of existing commitments and on-going works to be completed in the next ‘N’ years.</p> <p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <p>(e)The contractor shall have valid electrical contractor’s license for carrying out electrical work of nature involved in this tender obtained from the competent authority of 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> <p>(f)Upload duly signed document given at Section-VII towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-</p> |
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|-----|---|---|
| | | VII, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government) |
| | Similar works means | “SITC of Illumination System with High Mast along with HT & LT Electrical Distribution System for any Government or Public Sector Undertaking or any reputed Industrial Organisation or Industry/Company in private sector.” |
| (c) | Tax Deducted at Source (TDS) for Similar Work (if work is issued by Private Body) | <p>In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><u>IMPORTANT:</u></p> <p><u>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.</u></p> <p><u>Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</u></p> <p><u>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</u></p> |

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|-----|---|---------|---------|---------|---------|---------|---------|
| (d) | Assessed Available Bid capacity = $A \times N \times 2 - B$, Where, "N" = Number of years prescribed for completion of the subject contract. "A" = Maximum value of works executed in any one year during last seven years (at current price level). "B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years. Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI. | | | | | | |
| | Financial Year | 2022-23 | 2021-22 | 2020-21 | 2019-20 | 2018-19 | 2017-18 |
| | Index | 152.5 | 139.4 | 123.4 | 121.8 | 119.8 | 114.9 |
| | Multiplying Factor | 1.00 | 1.09 | 1.24 | 1.25 | 1.27 | 1.33 |
| | | | | | | | |

The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

IMPORTANT:

a) The value of Annual Turnover is not to be considered towards "A" as mentioned in the formula.

b) The Information may be provided as per the format given at Section-IX

- 4.2 All bidders shall scan and forward the following information and documents with their bids.
- Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
 - Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
 - Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
 - Duly filled Forms mentioned in Section – IV- Part – I.
 - PAN, Registration with GST, Provident Fund Authorities.
 - Valid Electrical Contractor License issued by respective State.
 - Site visit document as per Clause No. 4.1 (b) (f) as per format provided in Section-VII.
 - EMD = In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham **in favour of Deendayal Port Authority, Gandhidham**. The bank guarantee should be submitted as per the format given in **Form-6**.
Scanned copy to be uploaded on (n) procure website while uploading the bid.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the **table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.

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

OR

| Level | Description |
|-------------------|---|
| Section – 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. |

- j. Tender Fee :- Through on line transfer in Punjab National Bank, Kandla Branch 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 along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.

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- k. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
 - l. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
 - m. Power of attorney (duly accompanied by resolution of Board in case of company).
 - n. Qualifications and experience of key site management and technical personnel proposed for the contract.
 - o. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
 - p. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
 - q. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
 - r. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
 - s. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
 - t. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

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

6. Joint Venture: (Not applicable).

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause 9:
Invitation for Bids (NIT)

- **Bid Reference No. EL/WK/2813**
- **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 : Format for Evidence of Site Visit**
- **Section VIII : Format of Bid Security Declaration from Bidder**
- **Section IX : Format for submitting information for Bid Capacity**
- **Section X : Approved make list for Electrical Items.**

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

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

10. Clarifications of the Bidding Documents

10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, www.deendayalport.gov.in 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 **18/06/2024 @ 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:

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

B) Financial Bid:

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

13. Bid Prices

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

13.2 The prices shall be quoted inclusive of all Taxes, (except GST), Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging, insurance etc. and should remain firm till completion of work.

14. Currencies of Bid and Payment

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

15. Bid Validity

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD, if any, will not be forfeited.

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

16. EMD

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

The tender shall be accompanied by Earnest Money Deposit of **Rs. 8,68,122.00** (Rupees Eight Lakh Sixty Eight Thousand One Hundred Twenty Two only) In the form of Bank Guarantee of Nationalised/Scheduled Bank (except Co-operative bank) having its branch at Gandhidham **in favour of Deendayal Port Authority, Gandhidham**. The bank guarantee should be submitted as per the format given in **Form-6**. Scanned copy to be uploaded on (n) procure website while uploading the bid.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the **table below only shall become eligible for exemption** from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in along with Bid Securing Declaration Form given at Section-VIII failing which the bid shall be considered non-responsive in preliminary bid.

| Level | Description |
|-------------------|--|
| Section – F | CONSTRUCTION |
| Division – 42 | CIVIL ENGINEERING |
| Group – 422 | Construction of utility projects |
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OR

| Level | Description |
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| 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 9*) as per the tender clause and executing the agreement (in *Form 8*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) EMD will be forfeited if:

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
 - a) sign the Agreement or

- b) furnish the required performance Guarantee
- (iv) The bidder submits more than one bid

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

C. Submission of Bids

20. Submission of Bids

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

(n) Code Solutions,
A Division of GNFC,
301 GNFC Info tower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.
Bid reference No. EL/WK/2813
Name and address of the bidder.

The accompaniments to the tender documents as described under Clause 4.2 shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to

be forwarded subsequently so as to reach the office of Executive Engineer (E) within 7 days from the date of opening of preliminary bid & technical bid.

The envelopes shall be addressed to:

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

(b) bear the following identification:

“Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla.”

Bid reference No. EL/WK/2813

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 **09/07/2024** up to 14:30 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.

- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in forfeiture of EMD.

D. Bid Opening and Evaluation

24. Bid Opening

- 24.1 On the due date and time, the employer will first open Preliminary and Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and www.deendayalport.gov.in.
- 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

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

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

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

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

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

30. Letter of Intent:

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

31. Notification of Award and Signing of Agreement

- i) The Bidder who's Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.

- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

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

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

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

32.3 The contract period shall be reckoned from the date of issue of work order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present ₹ 300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialled.

33. Performance Security

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted

after issue of LOI, and b) Retention money to be recovered from Running Bills.

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee/Digital Transfer/FDR within 21 days, on receipt of Letter of Intent and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill.
Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited. The Port will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 3) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 4) The performance guarantee will be accepted in the form of bank guarantee if issued by any nationalized/scheduled bank (except co-operative bank) having its branch at Gandhidham.
- 5) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) If applicable, the documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

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

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within Six (6) 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**

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

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- a. **“Employer”** means Board of Deendayal Port, a body corporate under the Major Port Authorities Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
- g. **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.

- j. The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **“Trials” and “Tests”** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘employer’.
- l. **“Approved” or “Approval”** shall mean approval in writing.
- m. **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **“Day”** are calendar days, **“months”** are calendar months
- o. **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- p. **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **“Plant”** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2. Use of Contract Document:

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

3. Change Orders:

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

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location
- f. Execute additional work of any kind necessary for completion of the work under the

contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.

- g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute

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

b) Jurisdiction of Courts:

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

5. Force Majeure:

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree

upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as “Force Majeure” situation.

6. Compliance with Statutes, Regulations:

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

7. Payment Terms:

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

- i. 70% of supply item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 20% of supply item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency)
- iii. 90% of item rate covers only laying/fixing/installation.
- iv. Remaining 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

NOTE:

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

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.

- c. Branch Name
d. Branch Station
e. IFSC code of the bank
f. MICR code
g. Accepted for :- NEFT payment or RTGS payment

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance: (Modified as per Clause No. 2 under Special Conditions, Section-III)

- 8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a) loss of or damage to the works, plant and materials
 - b) loss of or damage to equipment
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9. Time Extensions:

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

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

10. Time is the essence of the contract:

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

11. Liquidated Damages

- 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:

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this

Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15 Taxes:

GST Clause:

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

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

Deduction of Income-Tax& GST:

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

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

16. Deduction:

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- 16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment: (PPE)

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

20. Conduct:

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

21. Accident:

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

22. Watch and ward:

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

23. Termination:

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

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

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

24. Arbitration Clause:

- (I) Except where otherwise provided in the contract, all questions and disputes

relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

- (III) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate

award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25. Indemnification:

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

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

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

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

27. Delegation

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

28. Communications

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

29. Personnel:

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

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

30. Employer's Obligation

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

31. Queries about the Technical Data

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

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

The Contractor shall submit the makes of material, equipments, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings. The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

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

33. Discoveries

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

34. Access to the site

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

35. Instructions

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

36. Safety

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

Quality Control

37. Identification of Defects

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

38. Correction of Defects

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39. Uncorrected Defects

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

40. Employer's right of Rejection:

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

41. Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42. Use of Contract Document:

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

43. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work under taken by him in the Port premises.

44. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, DEENDAYAL PORT AUTHORITY may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

45. Approvals:

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

46. Third Party Inspection:

The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.

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

47. Bar Chart:

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. Electrical Supervisor Certificate:

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of the respective state without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration. (This clause has also been included in pre-qualification criteria)

The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 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/BG of the bidder, apart from blacklisting the firm for the next 3 years.

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

**Signature & Seal
of Contractor**

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

SECTION –III

SPECIAL CONDITIONS

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

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

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

| Sr. No. | Description | Time period for submission |
|----------------|---|---|
| 1 | Duly signed agreement along with the required documents. | 14 days from the date of receipt of LOI |
| 2 | Performance guarantee of appropriate value and in format, prescribed. | 21 days from the date of receipt of LOI |

2. Insurance: (The Clause No. 8 (Insurance) of General Condition of Contract (GCC), Section-II is modified and shall be read as under)

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

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

3. Integrity Pact:

The Integrity Pact duly signed by authorized person(s) with witnesses are to be submitted by the bidders along with the tender documents as per the format provided in Annexure-1

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The “principal” means “Deendayal Port Authority” and “Counterparty” means “Vendor / Supplier / Contractor”. If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future.

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

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

**Signature & Seal of
Contractor**

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

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

| 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 |
| 6 | Specimen EMD (BANK GURANTEE FORMAT) |

Part – II

To be used by successful Bidder

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

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To
The EXECUTIVE ENGINEER
DEENDAYAL PORT AUTHORITY
(Address_____)

Pin Code:_____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(EL/WK/2 8 1 3)**
- (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)

| |
|---|
| 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 bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

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

| |
|--|
| SPECIMEN FORMAT FOR DECLARATION |
|--|

(To be executed on bidder's Letter Head)

To. _____

(Project title)

Ref: _____

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

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

Date:

_____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID

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

To
The
Dear Sir,

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

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

[Specimen signature]

Yours faithfully,
Signature:
Name & Designation:
For & on behalf of:

EXCEPTIONS AND DEVIATIONS

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

| 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]

Specimen EMD (Bank Guarantee Format)

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

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

Beneficiary: (Name and Address of Employer/Board) The Board of Deendayal Port Authority

Date:

Tender Guarantee No.:

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

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

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

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

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

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

[Signature(s)]

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

LETTER OF INTENT FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. EL/WK/____

(Name of Work)

Ref : Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

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

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

Yours Faithfully,

**(Signature of the controlling Officer)
CHIEF MECHANICAL ENGINEER
DEENDAYAL PORT AUTHORITY**

SPECIMEN CONTRACT AGREEMENT

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

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

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

WHEREAS the Board is desirous to carrying out the work of _____ And whereas the Contractor has offered to execute and complete such work.

WHEREAS

- 1) The Contractor has deposited a sum of Rs. _____ (Rupees _____ only) as security deposit in the form of BG/FDR/Digital Transfer for the due fulfilment of all the conditions of the contract.
- 2) Balance amount of Rs. _____ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - i) Notice inviting tender.
 - ii) Technical specifications.
 - iii) Special conditions of contract.
 - iv) Tender submitted by the Contractor.
 - v) The Board's "Drawing".
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Executive 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/Digital Transfer/FDR 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 in the presence of:

1. _____

Secretary

2. _____

Deendayal Port Authority

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE
GUARANTEE/SECURITY DEPOSIT

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

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

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

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

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no

claim against us for making such payment.

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

5. We, _____ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

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

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

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

9. Notwithstanding anything contained herein :

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

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

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

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

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

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

Date_____day of_____20

For (Name of Bank)
(Name)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK**FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves
issued on a/c of

M/s. _____
(Name of contractor)

.....

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

Name of signature of Bank Officer

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

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

| | | | |
|---|-------|-------|------|
| (a) 1 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

Dated:

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME

PART II

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

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

Signature of Divisional Officer

Dated:

(To be filled in by the Executive Engineer)

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

Deendayal Port Authority

SECTION-V

Scope of Work & Technical Specification

Name of work: Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla.

Deendayal Port Authority (earlier Known as Kandla Port Trust), is under Govt. of India, MoPSW; Deendayal port Authority intend to get the following work done at Kandla. The details of work are mentioned in schedule-B & below are brief of work. Though detailed work may not be explained but the firm will complete it perfectly, precisely & accurately to the entire satisfaction of Engineer in Charge.

- TPIA agency will be appointed by DPA for monitoring the work.
- After successful completion of whole work in all respect to carry out testing and commissioning of the complete work to the entire satisfaction of DEENDAYAL PORT AUTHORITY.
- After Completion of all work successfully, contractor shall submit the four set work compendium which shall contain, complete lay out Drawing, All Testing & commissioning Report etc to EIC.
- All the rules and regulations governing DPA will be applicable.
- Force measure restricted only to the acts of the god.

The scope of work envisages the following. Bringing of all materials at site, assessment of site requirement, carrying out of site survey and check survey, etc.

1. Technical Specification for Item No. 1:

The work involves Supply, Installation, Testing and commissioning of DP structure with 11KV A.B. Switch & H.G Fuse on 11MTR RSJ POLE. The Double pole structures have to be firmly installed on the site and two layers of anticorrosive coating and three layers of high quality paint with best workmanship is to be done. This also includes painting numbering the poles in 100mm round dia. Double pole structure should be solidly earthed from two points with individual earthing and a 'Danger' sign board should be provided on the Double Pole structure as instructed by Engineer in Charge. The below table shows tentative items (but not limited) to be used for this work. The same may be used for reference. However, the bidder is suggested to visit the site for ascertaining actual requirement of items.

| DOUBLE POLE STRUCTURE WITH 11 KV A.B.SWITCH & DO FUSE ON 11 MTR RSJ POLE | | | | |
|--|------------|---|------|-------|
| SR | ITEM CODE | PARTICULARS | UNIT | QTY |
| 1 | 3604000035 | RSJ POLE (116X110---11 MTR) | NO. | 2.00 |
| 2 | 3611000016 | M.S.Angle Top FEBRI.65x65x6mm - 2750mm | No | 2.00 |
| 3 | 3611000038 | M.S.Angle 11 KV A.B.Switch - Fabri 65x65x6mm- 2750mm | No | 4.00 |
| 4 | 3611000039 | M.S. Angle Fabri. 65x65x6mm - 2750mm for cross bracing | No | 4.00 |
| 5 | 0613000003 | 11 KV A.B. SWITCH 400 AMP. | SET | 1.00 |
| 6 | 2601000061 | Side Clamps for mounting A.B Switch (M.S Flat of size 50X6) | NO | 16.00 |
| 7 | 2614000002 | (a) Anchor rod - 1 No. | NO. | 4.00 |
| 8 | 2614000009 | (b) Turn buckle - 1 No. | NO. | 4.00 |
| 9 | 2614000012 | (c) Eye Bolt - 1No(16mmX590 mm Round Bar). | NO. | 4.00 |
| 10 | 0103000014 | (d) Stay wire- 7/12 | KG | 13.60 |
| 11 | 2003000001 | (e) HT Guy Insulator - 1 No. | NO. | 4.00 |
| 12 | 2601000069 | (f) Guy Clamp - 1 Set. | SET | 4.00 |
| 13 | 0103000002 | (a) GI Wire No. 8 From Pole Top to Earthing Coil | KG | 2.72 |
| 14 | 2801000015 | (b) Rigid PVC Pipe -20mm dia (1.5 Mtr) - 1No | NO. | 2.00 |
| 15 | 0901000028 | (c) Earthing Bolt | NO | 2.00 |
| 16 | 0901000024 | (d) Earthing Coil (GI Wire No 8) | NO | 2.00 |
| 17 | 2001000011 | (a) 11 KV Porcelain Disc Insulator | No | 12.00 |
| 18 | 2010000077 | (b) 11KV Disc. Hardware | Set | 6.00 |
| 19 | 1306000006 | 11 KV COMPOSITE POLYMERIC D O FUSE | No | 3.00 |
| 20 | 1501000024 | (a) M.S.Bolts & Nuts 65x16mm | KG | 7.20 |
| 21 | 1501000031 | (b) M.S.Bolts & Nuts 180x16mm | KG | 2.49 |
| 22 | 2601000027 | (c) P.G.Clamp for Weasel or Rabbit | No | 9.00 |
| 23 | 1905000006 | (d) Binding tape HT for jumpering | Mtr | 20.00 |
| 24 | 0101000003 | (e) Alu. Binding wire | KG | 0.50 |

2. Technical Specification for Item No. 2:

Four Pole Structure:

Supply of Poles: The work supply and erection of Four Pole structure for 11KV HT overhead line includes supply of following material with mentioned specifications:

- (i) This includes supply at site PGVCL/ UGVCL/ DGVCL/ MGVCL approved vendor or make 4 nos. 11mtr long RSJ pole of 100mmx110mmx8mm thickness as directed by Engineer-in-charge.
- (ii) 2.2mtr long ISMC channel 8 nos. of size 75mm x 40mm x 7.3mm with G.I. hardware such as nut-bolts, clamps etc.
- (iii) 2.2mtr long M.S. angle cross arm 24 nos. of size 50mm x 50mm x 10mm with G.I. hardware.

Erection of Poles: The pit of pole shall be excavated in all kind of soil of size 0.75mtr x 0.75mtr and 2.0 mtr deep. One-sixth length of pole shall be planted inside the ground. 1:3:6 PCC base layer of thickness 150-mm shall be provided at the bottom of the pole pit. Balance portion of the pit shall be backfilled with mixture of c.c. ratio 1:3:6 using cement, sand and 6 to 20mm graded metal chips as coarse aggregate and to prepare cylindrical shape muffing 750mm above ground level duly plastered. This includes painting of poles with one coat of metal primer & two coats of silver paint (Supply of paint is in the scope of contractor), The excavated stuff shall be spread in lower level

area as directed. The contractor has to arrange all required raw material cement, sand, metal, water, labours, tools tackles, crane etc. at his own cost. After erection of pole curing shall be done for bonding of cement.

The complete layout drawing of FP Structure including earthing arrangement shall be prepared as per IS by the Contractor and shall got approved from Engineer-in-Charge before commencement of work. The FP structure shall be erected as per approved drawing. The work includes all labour & material as directed by Engineer-in-Charge.

3. Technical Specification for Item No. 3:

Supply: This includes supply at site PGVCL/UGVCL/DGVCL/MGVCL approved vendor or make bare All Aluminum Alloy Rabbit Conductor (AAAC) of size 100 Sq.mm. and Dog Conductor (AAAC) 100 sq.mm as directed by Engineer-in-charge. The conductor shall be manufactured as per IS: 398(Part-IV). The approval of PGVCL/UGVCL/DGVCL/MGVCL and test certificates of Conductor to be submitted by Contractor at the time of supply of item. This includes all the labour, taxes loading, unloading at site as directed by Engineer-in-Charge, but excluding GST.

Stringing, testing & commissioning: This includes stringing of supplied AAAC Rabbit Conductor of size 55 Sq.mm. and AAAC Rabbit Conductor of size 55sq.mm on HT transmission /distribution overhead line. The conductor shall be tied rigidly with existing pin/disc/shackle insulators by providing binding wires at least of 12 SWG. The stringing of the conductor shall be done as per IS norms & maximum sag 3% of each span shall be maintained and joint between span shall not be done in any case. The work includes providing & binding of jumpers at shackle point to maintain continuity of the conductor. The rates shall be inclusive of all material, required tools tackles and labour and as directed by Engineer-In-charge, but excluding GST.

4. Technical Specification for Item No. 4:

This includes making of muffing around the pole using cement concrete foundation of 1:2:3 (cement, sand, gravel). The dimension of muffing shall be as desired by EIC. This also includes dismantling of existing muffing wherever required and removal of debris from site. The muffing shall be paint with white Lime (chuna) paint. The work includes all labour & material as directed by Engineer-in-Charge, but excluding GST.

5. Technical Specification for Item No. 5:

This includes supply at site 11KV grade, 3 core Aluminum conductor, HT XLPE insulated armoured cable confirming to IS: 7098 (Part-II) 2011 with up to date amendments and of approved make with ISI mark. The manufacturer shall produce TYPE TEST certificate with similar size of cable, which shall not be more than 3 years old. The cable shall have marking/embossing at the interval of every meter showing its progressive length. During the cable inspection, the manufacturer shall show the relevant ROUTINE TESTS to inspecting authority or otherwise the manufacturer shall produce the routine test certificate during supply of cable at site. This includes all the labour, taxes loading, unloading at site as directed by Engineer-in-Charge, but excluding GST.

6. Technical Specification for Item No. 6:

This includes supply at site 1.1 KV grade, 4 core aluminum conductor of the given sizes, XLPE insulated armoured cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The manufacturer shall produce TYPE TEST certificate with similar size of cable, which shall not be more than 3 years old. The cable shall have marking/embossing at the interval of every meter showing its progressive length. During the cable inspection, the manufacturer shall show the relevant ROUTINE TESTS to inspecting authority or otherwise the manufacturer shall produce the routine test certificate during supply of cable at site. This includes all the labour, taxes loading, unloading at site as directed by Engineer-in-Charge, but excluding GST.

7. Technical Specification for Item No. 7:

Laying of Cable:

(a) In Hard/Soft Soil: This includes laying of single length HT/LT armoured aluminum Conductor XLPE Cable of 11KV Grade (excluding supply of cable) through excavation in soft/hard soil. The trench to be excavated 0.3 mtr. wide 1.0 mtr. deep. The bed of 50mm of river sand shall be provided in the bottom of the excavated trench. The cable shall be laid over the bed of river sand. This includes providing & laying of bricks on both sides of cable lengthwise i.e. parallel to the cable and the gaps shall be filled by fresh river sand. The cable shall be covered by keeping two bricks over the side bricks shown in the sketch. The filling of the trench shall be done with the excavated stuff & should be watered and rammed properly to its original position. The excess excavated stuff shall be disposed off from the Site of work and spreaded in low laying area as directed. The same trench would be used to place two circuits (cables) side by side in horizontal fashion.

The contractor shall provide heat shrinkable straight through joints of relevant size of approved make if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge. Such cable joints shall be under the scope of work of the contractor at no extra cost or obligation from DPA. Such cable joining work is completely to be done by the contractor at his own cost. The rates shall be inclusive of all material, required tools tackles and labour and as directed by Engineer-In-charge, but excluding GST.

(b) Through HDPE Pipe under rail/road crossing/muddy area: This includes making of Horizontal Directional Drilling of suitable dia including putting suitable diameter HDPE. HDPE pipe shall have strength of 10Kg/Sq.cm. Providing of HDPE pipe is also in the scope of contractor. Depth of horizontal boring shall be minimum 165 cm or according to construction of Road/Rail network/muddy area or as per direction of Engineer-In-Charge. Laying of HDPE pipe coupled by HDPE socket only after standard length in excavated trench / tunnel and also sealing of HDPE pipe ends by suitable cap at both end. After completion of boring job back filling & dressing of excavated trench to be carried out as per the original. The contractor shall arrange JCB machine for excavation, water for drilling, de-watering pump, HDD equipment at their own cost. The rates shall

be inclusive of all material, required tools tackles and labour and as directed by Engineer-In-charge, but excluding GST. The two circuits (cables) to be laid in the separate HDPE pipe. side by side in horizontal fashion.

This includes also includes passing of HT/LT cable through buried HDPE pipe. The pipe shall be sealed at both the end by suitable cap after the laying of cable in HDPE pipe. The rates shall be inclusive of all material, required tools tackles and labour, as directed by Engineer-In-charge, but excluding GST.

(c) In G.I. Class-B pipe: This includes laying of cable of double length HT/LT armoured aluminum Conductor XLPE Cable of 11KV Grade (excluding supply of cable) in class-B G.I. Pipe of size 100 mm. on existing DP/Four Pole Structure/steel Structure with G.I. Clamps made from G.I. flat 25 x 3 mm including G.I. Nut bolts of suitable size at 0.50 mtr. Intervals. The rates shall be inclusive of all material, required tools tackles and labour and as directed by Engineer-In-charge, but excluding GST.

CABLE ROUTE AND JOINT MARKERS

- Permanent means of indicating the positions of joints on site should be provided. During the course of permanent reinstatement cable and joint markers, should be laid directly above the route of the cable and the position of the joint respectively.
- Wherever it is not possible to place the marker directly over the cable route or joint the marker should be suitably placed near the cable route or joint on which the distance of the cable route or joint at right angles to and parallel to the marker should be clearly indicated.
- The site requirement & position of fixing the markers will be decided by the Engineer-In-charge or his nominee.
- The type of route marker & letters to be written on the route marker will be decided while execution by the Engineer-in-charge.
- Route marker should be visible and the pedestal should be buried underneath the ground firmly by providing CC foundation.
- Route Marker of C.C. (1:2:4) 150x150x750 (in mm) Concrete Stone (DPT Mark with Approved Yellow Color Embedded in Earth atleast 300 mm below the ground Level at Approx. Distance 10 Meter or as directed by EIC

Cable laying, shall include the route marker, cable tagging, dressing, removing the old unused cable from the RCC Trench, appropriate size of glands & ferrule work as per requirement etc.

8. Technical Specification for Item No. 8:

This includes providing & making end Termination kit on HT (11 KV) 3CX185 Sq.mm (E) cable at both end, HT Joint shall be carried out by certified jointer. Make:- 3M, Raychem , Mahindra , Compaq. This work includes all labour and material as directed by Engineer-in-Charge. The Heat Shrinkable Outdoor Termination offered shall be complete with all parts necessary for their effective and trouble-free operation. Such parts will be deemed to be within the scope of the supply irrespective of whether they are specifically indicated. It is not the intent to specify herein complete details of design and

construction of Heat Shrinkable Outdoor Termination. The Heat Shrinkable Outdoor Termination offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The Heat Shrinkable Outdoor Termination offered shall be reliable, fast and easy-to install jointing termination system to assure and maintain high network reliability in the most severe conditions and under high electrical, thermal, mechanical and environmental stress. The design, manufacture and performance of the Heat Shrinkable Outdoor Termination shall comply with all currently applicable statutes, regulations and safety codes. Nothing in this specification shall be construed to relieve the bidder off his responsibilities. Unless otherwise specified, the Heat Shrinkable Indoor and Outdoor Termination offered shall conform to the latest applicable Indian, IEC, British, U.S.A. or International Standards and in particular.

The outdoor cable termination is to be mandatorily used for 11kV 185sqmm XLPE cables termination. The cable termination at Double pole structures and four pole structures should be done with HDPE pipe of suitable diameter and as per standard practice of PGVCL. Each such HDPE pipe should contain only one cable.

9. Technical Specification for Item No. 9:

High Mast Specification

The work includes design, supply at site and erection, testing & commissioning of 20 M high mast flood lighting towers, including the installation, testing and commissioning of LED cool white flood light and other electrical accessories, arrangement for raising and lowering the lights during maintenance.

APPLICABLE STANDARDS:

The following shall be the Reference Standards for the loading of the high mast:

BS Code of Practice, CP-3, Gradient of wind related to height Chapter-V,

BS 4360 Grades of MS Plates

BS 5135 Welding

BD 729 Galvanising

Technical Report (TR) No.7 – 1996 Specification for Mast and Foundation.

IS 875 (Pt-III) 1987 Code of Practice for Design Loads for structure

TECHNICAL SPECIFICATIONS HIGH MAST

Structure The High mast shall be of continuously tapered, polygonal cross section, 20 sided or as per proven design, presenting a pleasing appearance and shall be based on proven In-Tension design conforming to standards, to give an assured performance and reliable service. The mast height shall be 20 meters, with minimum diameters as per proven design. Minimum plate thickness of bottom section shall be 6 mm. and other sections 5 mm. The PCD of the mast flange shall be minimum 740 mm. or as per proven design. The structure shall be suitable for wind loading as per IS-875, part-3, 1987 or relevant to site condition. Essentially mast should be capable of withstanding the 3-second gust of 55 m/sec. The factor of safety for wind load shall be 1.25 and for other loads 1.15.

Construction:

The mast shall be capable of safely withstanding the strong winds prevailing at site. The deflection at the top during heavy storm periods shall therefore be considered in the design and the mast designed in such way that the above deflection during worst periods is kept to a minimum value. The mast shall be fabricated from special steel plates, conforming to BS- EN10-025, cut & folded to form a polygonal section as stated above and shall be telescopically jointed & fillets welded. The welding shall be in accordance with BS:5135. The procedural weld geometry and the workmanship shall be exhaustively tested on the completed welds. The 20-meter size mast shall be delivered in sections and shall be jointed of the entire section. The base flange shall be provided with supplementary gussets between the bolt holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally & externally, having a uniform thickness of 65 microns.

Door Opening:

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and also facilitate easy removal of the winch. The door opening shall be complete with a close fitting, vandal resistant, weather proof door, provided with a heavy duty double internal lock with special paddle key. The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.

Dynamic Loading for the Mast:

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875 and shall be measured at a height of 10 meters above ground level.

LANTERN CARRIAGE**Fabrication**

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light LED fitting. It shall be suitable for symmetric & asymmetric loading as per the requirement of Schedule-B. The Lantern Carriage shall be of special design and shall be of steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets. The Lantern Carriage shall be so designed and fabricated to hold the required number of LED floodlight fittings and junction boxes and also to have a perfect self-balance. The 360° (Inner & Outer Page 35 of 56 Rings) Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and plastic lock type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operations of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication. For raise & lower, a suitable

Winch Arrangement shall be provided. The winch shall be fixed at the base of the mast and the specially designed head frame assembly shall be at the top.

Winch

The winch shall be of double drum type as per IS 807, suitable to lift optimum mechanical load and shall be operated manually & electrically. Permanent oil bath of SAE 90 or equivalent of proven design. The gear ratio may be according to manufacturer's standard. However, the minimum working load shall be not less than 400 Kg. The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 runs of rope remains on the drum even when lantern carriage is fully lowered and rested on the rest pads. It shall be possible to remove the double drum after dismantling, through the door opening provided at the base of mast. Also, a winch gear box for simultaneous and reversible operations of the double drum winch shall be provided as part of the contract.

Head Frame

The head frame which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrosive material and shall be of die casted aluminium alloy (LM-6). Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized externally and internally. Close fittings guides and sleeves shall be provided to ensure that the ropes and cables do not dislodged from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

Stainless Steel Wire Ropes

The suspension system shall be essentially without intermediate joint and shall consist of any non-corrosive stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of 7/19 construction, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2350 Kg. individually, giving factor of safety or over 5 for system at full load, the minimum recommended value as per the TR-7 referred to in the beginning of the specification. The end construction of rope to winch drum shall be fitted with tellurite. The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No intermediate joints, either bolted or else is provided on the wire ropes between winch and lantern carriage.

CABLE:

Trailing cable EPR Insulated and PCP sheathed 2.5 sq. mm. 5 core annealed copper

cable.

Power TOOL (Integral to system)

3 Phase, 415 V, 50 Hz., AC +/- 5% Rating of the motor shall be suitable to the design with control & torque limiting protection single speed. Also it shall be remote control operated for raising and lowering operations of the carriage. Remote also to be provide with each High Mast.

Erection, Testing & Commissioning: Erection, testing & commissioning of High Mast towers which include complete CIVIL foundation work including filling & rolling the land/cutting of saplings. The foundation of High Mast shall be Raft Foundation. However, before making a Civil Foundation for High Mast towers, firm shall take drawing/items approval from concern Civil Department or as directed by EIC.

10. Technical Specification for Item No. 10:

Supply:

This includes Supply at site 400 watt (with optical lens) energy efficient LED flood light suitable for high mast tower, the LEDs details as under.

Technical Requirement for LED 400 Watt, Clear white fixture.

| Sr | DESCRIPTION | MINIMUM VALUE |
|----|---------------------------|---|
| 01 | Input Power | 400 W |
| 02 | Input voltage AC | 90-300 V |
| 03 | Input Frequency | 50 HZ +/-1 HZ |
| 04 | Life | 50,000 glow hrs. |
| 05 | Inter-changeability | Suitable for wall /pole pipe bracket |
| 06 | Total Harmonic Distortion | <15% maximum |
| 07 | Working Temperature | -20°C to +50°C |
| 08 | Working Humidity | 10% to 90% RH |
| 09 | Temperature | 6500° K |
| 10 | Colour rendering index | >75 |
| 11 | Lumens / Watt | 105Lum/W |
| 12 | Finishing | Excellent with Powered Coating |
| 13 | Power factor | Not less than 0.90 |
| 14 | Warrantee | Minimum 02 year |
| 15 | Heat sink | Good thermal management System should be provided & LED must be mounted on heat Sink conductive aluminum bars With suitable large surface area by Means of fins to dissipate the heat to ambient air. |
| 16 | Working Humidity | 10% to 90% RH |
| 17 | Lamp Housing | Pressure Die cast aluminum housing |
| 18 | LENS Material | Convex Lens (Polycarbonate cover/PMMA) 65mm dia. |
| 19 | Ingress protection | IP 67 |

| | | |
|----|--|---|
| | Level | |
| 20 | Power efficiency | Min. 80% |
| 22 | Road viewing angle Light Source | Horizontal 120 Degree & Vertical 70 Degree SMD LED array with lens |
| 23 | Makes of LEDs | Cree/Nichia/Edison/Osram/Philips Lumileds / Seoul Semiconductor /Epistar / Samsung (The contractor should produce the certificate of LED Make in the particular luminary used.) |
| 24 | Certification preferred/ essential | LM79/ LM 80 |

The contractor shall take prior approval from the Engineer in charge for make of LED fixture. Also Type test certificate along with LM79/LM80 certificate to be submitted with supply of LED flood light fixtures.

Installation: This includes Installation of LED fittings on Lantern ring, complete with all wiring connection from JB to individual LED's fittings on towers, complete with man, material, Tools & tackles, connection etc.

11. Technical Specification for Item No. 11:

Supply, Installation, testing & commissioning of guarding to 20 Mtr. High Mast GI tower along with guarding civil foundation. The guarding is to be fabricated from MS angle of 75X75X6 mm. duly welded and bolted to form square guarding of 5 mtr. X 5 mtr. complete with painting with two coats of metal primer & two coats of final finish enamel paint The work includes complete labour & materials.

12. Technical Specification for Item No. 12:

Supply: This includes supply of 3 Star BEE (Level-1) rating copper wound transformer at site PGVCL/ UGVCL/ DGVCL/ MGVCL approved vendor or make of 200 KVA, 11/0.433KV, oil filled, outdoor type suitable for pole mounting TC as directed by Engineer-in-Charge.

The approval of PGVCL/UGVCL/ DGVCL/ MGVCL and test certificate of Distribution Transformer to be submitted by Contractor at the time of supply of item.

This includes all the labour, taxes loading, unloading at site as directed by Engineer-in-Charge, but excluding GST.

Installation, Testing & Commissioning: This includes installation of supplied transformer on prepared DP/FP with suitable locking arrangement of transformer with suitable size of angles both side of transformer and the angles shall be bolted with poles with suitable MS clamps. The work also includes body earthing of Transformer and neutral earthing

of transformer. The necessary test for testing and commissioning to be carried out on after installation of transformer at site. The work includes all labour & material as directed by Engineer-in-Charge, but excluding GST.

13. Technical Specification for Item No. 13:

Supply:

This includes Design, Supply at site, installation, testing and commissioning of Outdoor pole mounted type L.T. Feeder Pillar Panel with top canopy, double shutter, handle with locking arrangement (pad lock – 5 lever with keys), dust, damp and vermin proof. The Street Light Feeder Pillar shall be fabricated from Stainless Steel Sheet of 2mm thick, 316 grade SS Angle and S.S. flat of suitable size.

The Feeder Pillar Panel shall be of suitable size; however, it shall be specious for easy maintenance.

| | | |
|-----|---|--------|
| (1) | 250A, MCCB with fixed thermal & magnetic setting, 35kA breaking capacity, 4 Pole MCCB | 1 No. |
| (2) | 63A, 10KA TPN MCB and a Neutral Link of suitable size and rating | 6 No. |
| (3) | Indicating lamp Red, Green and Amber Blue 230/240V AC, with in built resistance | 1 each |
| (4) | 3phase, 4wire Electronic energy meter of Class 1 in poly carbonate body with electro mechanical counter of suitable range for Feeder Pillar | 1 No. |
| (5) | Surface mounted light sensor timer Switch | 1 No. |
| (6) | 3 phase Air Break Contractor of 200A | 1 No. |

All these components shall be mounted in the Feeder Pillar by means of suitable cadmium passivated hardware. The panel shall be complete in all respects with cable glands, lugs for incoming and outgoing cables including interconnection with PVC insulated cable single core, standard copper conductor of 650/1100V grade.

The Feeder Pillar shall be tested as per IS 4237. All the components shall be panel mounted type and hardware cadmium passivated. The panel shall be provided with 2 Nos. GI terminals for earthing. Before placing the order for manufacturing the panel drawing should be approved by inspection agencies / Engineer-in-charge showing the accommodation of the electrical components and should fulfil the needs IE rules. The relevant test certificate in support of SS grade 316 shall be supplied along with drawing for approval. The Street Light Feeder Pillar shall be manufactured from type test certificate holder for Feeder Pillar of similar or above rating.

Erection, testing & commissioning: The Feeder Panel shall be erected on prepared DP/FP with suitable locking arrangement of Panel with suitable size of angles both side of Panel and the angles shall be bolted with poles with suitable MS clamps. The work also includes body earthing of Panel . The necessary test for testing and commissioning to be carried out after installation of Feeder Panel at site.

This also includes the incoming and outgoing Cable termination. The work includes all

labour and material as directed by Engineer-in-charge.

14. Technical Specification for Item No. 14:

This includes providing & fixing chemical treated back filled compound gel earthing station in pipe for 2000 Amps (LT) capacity, complete with civil work. On the earthing pit, the required size chamber shall be made by bricks with cover and plastering including all masonry work. The work includes all labour & material as directed by Engineer-in-Charge, but excluding GST.

15. Technical Specification for Item No. 15:

This includes providing & fixing of following size earth strip / wire from earth station to equipment / pole / DB or as per requirement. The complete work consists of necessary connection and earth linking at both ends. The work includes all labour & material as directed by Engineer-in-Charge, but excluding GST.

**Seal & Signature
of Contractor**

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

SECTION VI

Bill of Quantities (BOQ)

| Sr. No. | Description | Qty. | Unit | Rate | | Amount |
|---------|--|------|----------------|-----------|----------|--------|
| | | | | In Figure | In Words | |
| 1 | Supply, Installation, Testing & Commissioning of DP Structure with 11 KV A.B. Switch and H.G. Fuse on 11 Mtr. RSJ Pole including stringing of AAAC Conductor from existing line and cable jointing & separation as per Technical Specification No.1. | | | | | |
| (a) | Supply | 7 | No. | | | |
| (b) | Installation, testing & commissioning | 7 | No. | | | |
| 2 | Supply & erection of Four Pole structures as per Technical Specification No. 2. | | | | | |
| (a) | Four Pole Structure | | | | | |
| (i) | Supply | 7 | No. | | | |
| (ii) | Erection, testing & commissioning | 7 | No. | | | |
| 3 | Supply, Installation, Testing and Commissioning of 11KV Overhead line with 55 MM2 AAAC Rabbit Conductor as per Technical Specification No. 3. | | | | | |
| (a) | Supply | 500 | Mtr. | | | |
| (b) | Installation, testing & commissioning | 500 | Mtr. | | | |
| 4 | Muffing to pole & stay as per Technical Specification No. 4. | 50 | M ³ | | | |
| 5 | Supply at site XLPE 3C X 95 sq.mm insulated armoured aluminium conductor cable as per Technical Specification No. 5. | 200 | Mtr. | | | |
| 6 | Supply at site LT XLPE insulated armoured aluminium conductor cable of following sizes as per Technical Specification No. 6. | | | | | |
| (a) | 4C X 95 Sq.mm | 4000 | Mtr. | | | |
| (b) | 4C X 35 Sq.mm | 5000 | Mtr. | | | |
| (c) | 4C X 25 Sq.mm | 6000 | Mtr. | | | |
| 7 | Laying of Double Circuit (Two | | | | | |

| | | | | | | |
|-----|---|--|------|--|--|--|
| | Parallel Cables) of LT & HT Cable through various mediums as per Technical Specification No. 7. | | | | | |
| (a) | Through Hard / Soft Soil excavation | 10000 (Total of both cables) Route length 5000 Mtr. | Mtr. | | | |
| (b) | Through HDPE pipe under rail/road crossing/muddy area after making Horizontal Boring. | 4000 (Total of both cables) Route length 2000 Mtr. | Mtr. | | | |
| (c) | In GI Class-B Pipe. | 1200 (Total of both cables) Route length 600 Mtr. | Mtr. | | | |
| 8 | Supply, fixing and testing of Outdoor Cable End Termination kit for 11kV 185sqmm XLPE Cable as per technical specification no.8 | | | | | |
| (a) | Supply | 20 | No. | | | |
| (b) | Fixing | 20 | No. | | | |
| 9 | High Mast Manufacturing, Supply, erection, testing & commissioning at site, of Polygonal galvanised high mast tower of 20 Mtr. as per Technical | | | | | |

| | | | | | | |
|-----|--|-----|-----|--|--|--|
| | Specification No. 9. | | | | | |
| (a) | Supply | 40 | No. | | | |
| (b) | Erection, testing & commissioning | 40 | No. | | | |
| 10 | Supply of 400 Watt (with optical lens) LED flood light suitable for High mast Tower for long through as per technical specification No. 10. | | | | | |
| (a) | Supply | 400 | No. | | | |
| (b) | Installation, testing & commissioning | 400 | No. | | | |
| 11 | Supply, Installation, testing & commissioning of guarding to 20 Mtr. High Mast Tower along with guarding foundation as per Technical Specification No. 11. | 40 | No. | | | |
| 12 | Supply. Installation, testing & commissioning of Distribution Transformer- 11/0.433 kV, copper winding outdoor type suitable for pole mounting of 3-Star Rating of following capacity as per Technical Specification No. 12. | | | | | |
| (i) | 200 KVA | | | | | |
| (a) | Supply | 7 | No. | | | |
| (b) | Installation, Testing and commissioning | 7 | No. | | | |
| 13 | Supply, Installation, Testing and Commissioning of Street Light Feeder Pillar fabricated from Stainless Steel as per Technical Specification No. 13. | | | | | |
| (a) | Supply | 10 | No. | | | |
| (b) | Installation, Testing and commissioning | 10 | No. | | | |
| 14 | Providing & Fixing of Chemical Treated Gel Earthing as per Technical Specification No. 26. | | | | | |
| (a) | Supply | 75 | No. | | | |
| (b) | Fixing | 75 | No. | | | |
| 15 | Providing & connecting following type of earth strip/wire for earth station to equipment as per requirement and as per Technical Specification No. 27. | | | | | |

| | | | | | | |
|--------------------------|--|-------|----------------|--|--|--|
| (a) | 8 SWG GI earthing wire | 500 | Mtr. | | | |
| (b) | 25X3 mm Hot Dip GI Strip. | 1500 | Mtr. | | | |
| 16 | Construction of granular sub-base by providing, laying, spreading and compacting CLOSE/ COARSE GRADED MATERIAL spreading in uniform layers with motor grader on prepared surface and compacting with power vibratory roller of required type and capacity to achieve the desired density including all labour, watering, material, machinery lighting, guarding, barricading complete as directed (Mix in place method). With material conforming to Grade-I (size range 75 mm to 0.075 mm) having CBR Value-30. The work shall be carried out at various locations as directed. The work includes all labour & material, tools & tackles, transportation to & from site, loading & unloading & whatever earth moving equipments, road roller etc. required to complete the job and as directed by Engineer-In-Charge. | 91218 | M ³ | | | |
| Total Amount: Rs. | | | | | | |

(In Words: Rs. _____)

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

**Seal & Signature
of Contractor**

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

Section – VII

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____ (authorization letter issued by the firm with my specimen signature and passport size photo and adhaar card are enclosed) have visited the site on _____ with DPA representative Shri _____, (Designation) _____ for the work of “Providing illumination to the Pipe Line in the license area of DPA as per PFSAC (As per ISPS code) by the side of K.K. Road at Kandla.” and the sites and other issues related to tender to my satisfaction.

| | | |
|---|---|--|
| | | |
| Seal, Name and signature of the bidder | Name, designation and signature of DPA representative who assisted bidder during site visit. | Seal, Name and signature of XEN (E) |

Section-VIII

(Applicable for MSE's)
FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

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

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

Corporate Seal (where appropriate)

Section-IX

Format for submitting information for Bid Capacity

For calculating “A” of the formula.

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

For calculating “B” of the formula

[illegible]

Signature & Seal of Contractor

Section-X
Approved Make List for Electrical Items

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

| | | |
|-----|---|---|
| 18 | MULTI FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/DIGITAL KWH METERS | L&T/ENERCON/SECURE/L&G/ RISHABH |
| 19 | ANALOG VOLT/AMPARE METER 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 | RR KABEL / KEI / POLYCAB/MILEX/GUJCAB/ STANDARD / FINOLEX / ANCHOR |
| 24 | FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS | ANCHOR/MK/NORTHWEST/VINAY /PANAMA / HAVELLS |
| 25 | DOOR BELLS/CALL BELLS | ANCHOR/LEGEND/MK/NORTHWEST |
| 26 | MODULAR SWITCHES, SOCKETS, PLATES & BOXES | ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS / INDOASIAN / SIMENS. |
| 27 | PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES | PRECISION/VULCAN/FINOLEX/ GARWARE/ RESTOPLAST/ SWASTIK / BPI |
| 28 | GLS LAMPS & FLUORESCENT LAMPS | PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE |
| 29 | HPSV, HPMV & METAL HELIDE LAMPS | PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE |
| 30 | IGNITORS FOR HPSV, METAL HELIDE LAMPS | PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE |
| 31 | LUMINARIES | PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI / GE/C&S |
| 31a | LED LUMINARIES | Philips/Bajaj/Wipro/CG/Surya/Pyrotech/Syska/Nessa/C&S having surge Protection $\geq 10KV$ for fittings & internal Surge Protection for Driver of $\geq 4KV$, LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/ with LM-79,80 |

| | | |
|----|--|---|
| | | CERTIFICATION |
| 32 | CEILING FANS | BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC |
| 33 | WALL MOUNTING FANS | BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC |
| 34 | EXHUAUST FANS | BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC |
| 35 | HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS | BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC or its equivalent |
| 36 | WATER COOLER | VOLTAS/SHRIRAM USHA/BLUE STAR |
| 37 | AIR CONDITIONERS | VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/ONIDA |
| 38 | REFRIGERATORS | VOLTAS / CARRIER / BLUESTAR / USHA / HITACHI / LG / SAMSUNG / WHIRLPOOL |
| 39 | VOLTAGE STABILIZER | VEELINE / CAPRI |
| 40 | INVERTERS for General Purpose | LUMINOUS / MICROTEK /SUKAM |
| 41 | D.G. SETS | |
| | A) ENGINE | CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR /ASHOK LEYLAND /VOLVO |
| | B) ALTERNATOR | STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC |
| 42 | ELECTRIC MOTOR | ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB |
| 43 | WATER PUMPS | SWASTIK / KSB |
| 44 | WATER GEYSER | BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD |
| 45 | LUGS & CABLE GLANDS | DOWELLS / JAINSON / BRACO |
| 46 | Solar Panels | LONGI / TRINA / GOLDI / VIKRAM / REWNYSIS / RAYZON / WAAREE or equivalent subject to submission of relevant documents of successful operation in various Government Organisations. |
| 47 | INVERTERS for Solar Power Plant | LUMINOUS / MICROTEK /EVVO /LENTA/DELTA/ABB / HITACHI /HUAWEI / SUNGROW or equivalent subject to submission of relevant documents of successful operation in various Government Organisations. |

Executive Engineer (Electrical)
Deendayal Port Authority

INTEGRITY PACT

Between

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

And

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. EL/WK/2813. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which

he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 129-139)
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 129 to 139).

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that

Providing illumination to the pipe line in the license area of DPA as per FDSAC (as per ISPS Code) by the side of K. K . Road at Kandla- Electrification Work

the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

Section 6 - Equal treatment of all Bidders / Contractors

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

Section 7 - Criminal charges against violating Bidders / Contractors

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

Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual

relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

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

Section 10 - Other Provisions

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


(For & on behalf of the Principal)

अधिशारी अगियंता (विद्युत)
(Office Seal)
दीनदयाल पौर्तन प्राधिकरण
Executive Engineer (Elect.)
Deendayal Port Authority

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

Providing illumination to the pipe line in the license area of DPA as per PFSA (as per ISPS code)
by the side of K. K . Road at Kandla- Electrification Work

Signature of Witness:

(Name & Address)

Richard J. Andrade
Nirman Bldg
New Kandla

Place: Gandhidham

Date: __/__/2024

Signature of Witness:

(Name & Address)

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr. S K Sarkar, IAS (Retd.),
B-104, Nayantara Aptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)
A-9, Sector -30,
Noida (UP) 201301.
Mobile No. 9871322133
email: saurabh7678@yahoo.co.in"