



## DEENDAYAL PORT AUTHORITY MECHANICAL ENGINEERING DEPARTMENT

**TENDER NO. EL/WK/2842**

**Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc.**

Executive Engineer (Electrical)

Electrical Division

Deendayal Port Authority

6, Ground Floor,

Port & Custom Building,

New Kandla – 370210.

Phone No. (02836) 270209/270342

Mobile No. 9825227048

Fax No. (02836) 270184/271010

**NOTICE NO.EL/WK/2842**

Name of work	Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc.												
Estimated cost put to tender	₹ 44,80,500.00												
Tender fee :	Rs. 2500 +(GST) Present rate of GST is 18%												
EMD	<p><b>₹ 44,805.00/-</b></p> <p>Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid securing declaration form- 6 in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – M</td><td>Professional, scientific and technical activities</td></tr> <tr> <td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr> <tr> <td>Group - 749</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> </tbody> </table>	Level	Description	Section – M	Professional, scientific and technical activities	Division – 74	Other professional, scientific and technical activities	Group - 749	Other professional, scientific and technical activities n.e.c.	Class – 7490	Other professional, scientific and technical activities n.e.c.	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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Last date of downloading	06/01/2025 upto 16:00												
Last date and time of submission of E-tender	06/01/2025 upto 16:00 only on website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> :												
Pre-bid meeting	Not Applicable												
Date and time for opening of E-tender	06/01/2025 at 16:05 hrs												
Downloading websites	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .												
Corrigendum, if any, will be placed on websites only.													

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

### **NOTICE INVITING ONLINE TENDER**

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Deendayal Port Authority, Ground Floor, Port & Customs Building, New Kandla, Kutch – 370210.
Tender Notice No.	EL/AC/2842
Name of Project	Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc.
Name of Work	Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc.
Estimated Contract Value (INR)	₹ 44,80,500.00
Period of Completion (in Months)	36 Months from the date of issue of Work Order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR) (₹)
Qualifying Criteria:	<p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>(a) Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least ₹ 13.44 Lakhs as certified by the Chartered Accountant. UDIN should be mentioned in the certificate.</p> <p>(b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(1) Three similar completed works each costing not less than the amount equal to ₹ 17.92 Lakhs (excluding GST)</p> <p style="text-align: center;"><u>OR</u></p> <p>(2) Two similar completed works each costing not less than the amount equal to ₹ 22.40 Lakhs (excluding GST)</p> <p style="text-align: center;"><u>OR</u></p> <p>(3) One similar completed work costing not less than the amount equal to ₹ 35.84 Lakhs. (excluding GST)</p>

	<p><b>IMPORTANT:</b></p> <ol style="list-style-type: none"> <li>(1) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</li> <li>(2) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</li> <li>(3) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</li> <li>(4) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</li> </ol> <p>(c) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><b>IMPORTANT:</b></p> <ol style="list-style-type: none"> <li>(1) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</li> <li>(2) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</li> <li>(3) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</li> </ol>
Definition of Similar work	Similar work means “Having experience of third party inspection of electro-mechanical works” carried out in any Govt./PSU/Private Organization.”
Joint Venture	<b>Not Allowed</b>

<b>Rebate</b>	<b>Not applicable</b>																						
<b>Bid Document Fee:</b>	<p>₹ 2500 + GST( Present rate of GST is 18%)</p> <p>Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – M</td><td>Professional, scientific and technical activities</td></tr> <tr> <td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr> <tr> <td>Group - 749</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> </tbody> </table> <table border="1"> <tbody> <tr> <td>Section – M</td><td>Professional, scientific and technical activities</td></tr> <tr> <td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr> <tr> <td>Group - 749</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> <tr> <td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> </tbody> </table>	Level	Description	Section – M	Professional, scientific and technical activities	Division – 74	Other professional, scientific and technical activities	Group - 749	Other professional, scientific and technical activities n.e.c.	Class – 7490	Other professional, scientific and technical activities n.e.c.	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.	Section – M	Professional, scientific and technical activities	Division – 74	Other professional, scientific and technical activities	Group - 749	Other professional, scientific and technical activities n.e.c.	Class – 7490	Other professional, scientific and technical activities n.e.c.	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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<b>Bid Document Fee Payable To:</b>	Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.																						
<b>Bid Security/ EMD (INR) :</b>	<p>₹ 44,805.00/-</p> <p>Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment no. and date of transfer may be uploaded on (n) procure website.</p>																						

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Bid documents download start date	23/12/2024												
Bid documents download end date	06/01/2025 up to 16:00 Hrs.												
Date and place of pre Bid Meeting	Not Applicable												
Last date and time for Receipt of Bids	06/01/2025 @ 16:00 Hrs.												
Bid Validity Period	120 Days												
Condition	<p>(1) Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid securing declaration form-6 in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> </tbody> </table>	Level	Description										
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**NOTE:- Accordingly, offer of those bidders shall only be opened whose EMD and Tender Fee are received electronically.**

Remarks	<p>Bidder has to upload the scanned copy of EMD &amp; Tender fee and Bid Securing declaration form-6 ( along with MSME certificate in case of exemption ) in preliminary bid submission and without which technical bid will not entertained.</p> <p>The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.</p>
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Bid Opening Date	Preliminary bid will be opened on <b>06/01/2025 @ 16:05 Hrs.</b> 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	Documents in support of fulfilling Qualifying Criteria as indicated above. Tender fees plus GST: As indicated above. EMD: As indicated above. Bid Securing declaration form -6 ( along with MSME certificate in case of exemption ). 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. Fax No. 02836 270184.

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

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

**Contact Details:**

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

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

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

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

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

**Signature & Seal  
of Contractor**

**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 The Bidders shall fulfill the following pre-qualification criteria:

<b>FINANCIAL</b>		
<b>Sr. No.</b>	<b>Particulars</b>	<b>Supporting documents</b>
(A)	Average annual financial turnover during the last three years ending 31 <sup>st</sup> March of the previous financial year should be at least ₹ 13.44 Lakhs	Certificate should be issued by the Chartered Accountant. UDIN should be mentioned in the certificate.
<b>TECHNICAL</b>		

(B)	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(1) Three similar completed works each costing not less than the amount equal to ₹ 17.92 Lakhs excluding GST</p> <p><u>OR</u></p> <p>(2) Two similar completed works each costing not less than the amount equal to ₹22.40 Lakhs excluding GST</p> <p><u>OR</u></p> <p>(3) One similar completed work costing not less than the amount equal to ₹35.84 Lakhs excluding GST</p>	<p>a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>b) A copy of work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certification should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(1) Name of Contractor, (2) Name of Work, (3) No. of work order/agreement and date, (4) Contract value, (5) Contract period, (6) Date of commencement of work, (7) Date of completion, (8) Value of Work executed during the contract period/original contract period, (9) Date of issue of completion certificate.</p> <p><b>IMPORTANT:</b></p> <p>(1) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(2) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>(3) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p>(4) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p>
	Definition of Similar Work	Similar work means "Having experience of third party inspection of electro-mechanical works carried out in any Govt./PSU/Private Organization.""
(C)	<p>In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><b>IMPORTANT:</b></p>	

	<p>(1) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(2) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(3) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>
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4.2 All bidders shall scan and forward the following information and documents with their bids.

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- (b) Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- (c) Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- (d) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
- (e) Duly filled Forms mentioned in Section – IV- Part – I.
- (f) PAN, Registration with GST, Provident Fund Authorities.
- (g) Valid Electrical Contractor License issued by respective State.
- (h) EMD: Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment 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 along with Bid securing declaration form-6 in preliminary bid.

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Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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- (i) Tender fee: Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment 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 along with Bid securing declaration form-6 in preliminary bid.

Level	Description
Section – M	Professional, scientific and technical activities
Division – 74	Other professional, scientific and technical activities
Group - 749	Other professional, scientific and technical activities n.e.c.
Class – 7490	Other professional, scientific and technical activities n.e.c.
Sub Class - 74909	Other professional, scientific and technical activities n.e.c.

- (j) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- (k) A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- (l) Power of attorney (duly accompanied by resolution of Board in case of company).
- (m) Qualifications and experience of key site management and technical personnel proposed for the contract.
- (n) The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- (o) The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- (p) The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- (q) In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- (r) Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- (s) Bidders should give an undertaking that they will comply to the specifications of the

work including terms and conditions in total without any deviation.

- (t) The bidder shall be enlisted by National Accreditation Board for Certification Bodies (NABCB)

4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

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

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

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

## **6. Joint Venture: (Modified as per Clause No. 1 of Special Conditions, Section – III)**

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

## **7. Cost of Bidding**

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

## **8. Site Visit**

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

## **B. Bidding Documents**

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

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

Invitation for Bids (NIT)

Bid Reference No. EL/AC/2842

- 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
- Section VI : Bill of Quantities

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

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

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 10.2 **Pre-Bid meeting (Not Applicable) (Modified as per Clause No. 2 of Special Conditions, Section III)**
- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on \_\_/\_\_/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://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

#### **11. Language of Bid**

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

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

The bid submitted by the bidder shall comprise the following:

##### **a) Technical Bid:**

- (1) EMD , Tender Fees and Bid Securing declaration form-06 ( along with MSME certificate in case of exemption )
- (2) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

##### **b) Financial Bid:**

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

### **13. Bid Prices**

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

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

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

### **15. Bid Validity**

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

### **16. Bid Security (Earnest Money Deposit - EMD )**

#### **16.1 EARNEST MONEY DEPOSIT (EMD) = ₹44,805.00**

The tender shall be accompanied by Earnest Money Deposit of ₹44,805 (Rupees Forty-four thousand eight hundred five only). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Only through Digital Mode of payment in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of mode of payment 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 along with bid securing declaration form-6 in preliminary bid.

Level	Description
Section – M	Professional, scientific and technical activities
Division – 74	Other professional, scientific and technical activities
Group - 749	Other professional, scientific and technical activities n.e.c.
Class – 7490	Other professional, scientific and technical activities n.e.c.
Sub Class - 74909	Other professional, scientific and technical activities n.e.c.

It may be noted that exemption certificate issued by any other authority will not be entertained. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

#### **a. EMD**



- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 11*) as per the tender clause and executing the agreement (in *Form 8*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.
- b. Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years, if:**
  - (i) The bidder withdraws the Bid after Bid opening during the bid validity;
  - (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
  - (iii) The successful Bidder fails within the specified time limit to
    - a) Sign the Agreement or
    - b) Furnish the required performance Guarantee
  - (iv) The bidder submits more than one bid

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

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

**19. Amendment of Bidding Documents**

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

**C. Submission of Bids**

**20. Submission of Bids**

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

(n) Code Solutions,  
A Division of GNFC,  
301 GNFC Info tower,  
Bodakdev, Ahmedabad.  
Tel. 91 79 26857316/17/18  
Fax: 91 79 26857321  
Mobile: 9327084190 / 9898589652.  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).  
Bid reference No. EL/AC/2797

Name and address of the bidder.

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

The envelopes shall be addressed to:

(a) Executive Engineer (E)  
Deendayal Port Authority  
Electrical Division,  
Ground Floor,  
Nirman Building,  
New Kandla – 370210.  
Gujarat-State.

(b) bear the following identification:

“Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc”

Bid reference No. EL/AC/2842

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://tender.nprocure.com> not later than 06/01/2025 up to 16:00 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.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://tender.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://tender.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://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **22. Late Bids**

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

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

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in disqualification of the bidder from bidding process of any contract with DPA for a period of 03 years.

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

### **24. Bid Opening**

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

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

- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

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

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
- (a) Has been properly digitally signed,

- (b) Meets the eligibility criteria defined,
  - (c) Is accompanied by the required Bid Securing Declaration Form-6 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**

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

furnishing of a performance security in accordance with the provisions of tender condition.

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

### **32. Contract Agreement**

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

i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 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 initialed.

### **33. Performance Security**

- 33.1 Performance Guarantee shall be 10% of contract price, of which 5% of the contract price should be submitted as Performance Guarantee in form of Digital Transfer/FDR/BG within 21 days, on receipt of Letter of Intent and balance 5% to be recovered as Retention money from running bills. Recovery of 5% retention money to commence from the 1st RA bill onwards @ 5% of the bill value from each bill. Retention money will be refunded within 14 days from the date of payment of final

bill. Balance SD will be refunded immediately not later than 14 days from completion of work.

- 33.2 Successful bidder has to submit the Performance Security @ 5% of the contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the bid security i.e. EMD will be forfeited.
- 33.3 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 33.4 The performance guarantee will be accepted in the form of bank guarantee if issued by any nationalized/scheduled bank (except co-operative bank) having a branch at Gandhidham.
- 33.5 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.6 The Performance Guarantee cum Security Deposit will be released after successful completion of work.
- 33.7 The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.  
**(Modified as per Clause No. 3 of Special Conditions, Section – III)**

#### **34. Issue of Work Order**

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

#### **35. Time Schedule**

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 36 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 Authorities of Deendayal Port, a body corporate under the Major Port Authority Act 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- c. **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- d. **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- f. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
- g. **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- h. The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- i. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- j. The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **“Trials” and “Tests”** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘employer’.



- l. **“Approved” or “Approval”** shall mean approval in writing.
- m. **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **“Day”** are calendar days, **“months”** are calendar months.
- o. **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- p. **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **“Plant”** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

**2. Use of Contract Document:**

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

**3. Change Orders:**

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

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

#### **4. Resolution of Dispute**

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

#### **4.2 Jurisdiction of Courts:**

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

#### **5. Force Majeure**

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

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

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

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

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

legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

**7. Payment Terms (Modified as per Clause No. 4 of Special Conditions, Section – III)**

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

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

**NOTE:**

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

**8. Insurance (Modified as per Clause No. 5 of 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:
1. Loss of or damage to the works, plan and materials
  2. Loss of or damage to equipment
  3. Loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
  4. Personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A 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 (Modified as per Clause No. 6 of Special Conditions, Section – III)**
- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.
- 12. Variations**
- 12.1 **Variation in Conditions of Contract:**
- In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.
- 12.2 **Variation in Quantities of Schedule – B**
- The overall as well as individual variations shall be ± 30% in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.
- 13. Acceptance (Modified as per Clause No. 7 of Special Conditions, Section – III)**
- Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

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

**14. Guarantee (Modified as per Clause No. 8 of Special Conditions, Section – III)**

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

**15. Taxes**

**GST Clause:**

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

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

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

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

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

**16. Deduction:**

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other

contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

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

**17. Subcontracts**

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

**18. Idle Charges**

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

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

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

**20. Conduct**

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

**21. Accident**

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

**22. Watch and ward (Modified as per Clause No. 9 of Special Conditions, Section – III)**

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

**23. Termination**

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

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

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

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

#### **24. Arbitration Clause:**

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



regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

- 24.2 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- 24.3 The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 24.4 It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 24.5 It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 24.6 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 24.7 It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- 24.8 It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- 24.9 The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 24.10 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 24.11 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 24.12 It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- 24.13 It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them

to submit their statement of claims and counter statement of claims.

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

**25. Indemnification**

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

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

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

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

**27. Delegation**

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

**28. Communications**

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

**29. Personnel:**

- 29.1 The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in-Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- 29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

**30. Employer's Obligation**

- 30.1 Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. **(Modified as per Clause No. 10 of Special Conditions, Section-III)**
- 30.2 The employer will not provide Port Authority Quarters, during the tenure of contract.
- 30.3 Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.

30.4 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

**31. Queries about the Technical Data (Modified as per Clause No. 11 of Special Conditions, Section-III)**

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

**32. Approval by the Engineer-in-Charge or his nominee. (Modified as per Clause No. 12 of Special Conditions, Section-III)**

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 (Modified as per Clause No. 13 of Special Conditions, Section-III)**

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 (Modified as per Clause No. 14 of Special Conditions, Section-III)**

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 (Modified as per Clause No. 15 of Special Conditions, Section-III)**

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 (Modified as per Clause No. 16 of Special Conditions, Section-III)**

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 (Modified as per Clause No. 17 of Special Conditions, Section-III)**

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 its request with adequate justification.

**45. Approvals (Modified as per Clause No. 18 of Special Conditions, Section – III)**

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

**46. Third Party Inspection (Modified as per Clause No. 19 of Special Conditions, Section – III)**

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

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

**47. Bar Chart (Modified as per Clause No. 20 of Special Conditions, Section – III)**

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: (Modified as per Clause No. 21 of Special Conditions, Section – III)**

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

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

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

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

**50. Registers to be maintained at site (Modified as per Clause No. 22 of Special Conditions, Section – III)**

**(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: (Modified as per Clause No. 23 of Special Conditions, Section – III)**

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 (Modified as per Clause No. 24 of Special Conditions, Section – III)**

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

**53. Hot work: (Modified as per Clause No. 25 of Special Conditions, Section – III)**

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

**54. Indian Dock Safety Regulations**

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

**55. Valid Electrical Contractor License and Electrical Supervisor Certificate (Modified as per Clause No. 26 of Special Conditions, Section – III)**

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

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

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

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

**57. Undertaking by the Contractor**

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

**58. Labour License:**

The contractor will have to obtain necessary License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work. **(Modified as per Clause No. 27 of Special Conditions, Section – III)**

**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. **(Modified as per Clause No. 28 of Special Conditions, Section – III)**

**Signature & Seal  
of Contractor**

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



### **SECTION – III**

#### **SPECIAL CONDITIONS**

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

1. Clause No. 6 of Instructions to Bidders (ITB), Section – I is not applicable.
2. Clause No. 10.2 of Instructions to Bidders (ITB), Section – I is not applicable.
3. Clause No. 33.7 of Instructions to Bidders (ITB), Section – I is not applicable.
4. The Clause No. 7 of General Condition of Contract (GCC), Section – II is modified and shall be read as under:

Payment Terms:

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

100 % Payment shall be released on monthly basis as per actual number of visits carried out and on submission original invoice & Reports as per scope of work.

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal

5. The Clause No. 8 of General Condition of Contract (GCC), Section – II is not applicable
6. The Clause No. 11 of General Condition of Contract (GCC), Section – II is not applicable
7. The Clause No. 13 of General Condition of Contract (GCC), Section – II is not applicable.
8. The Clause No. 14 of General Condition of Contract (GCC), Section – II is not applicable
9. The Clause No. 22 of General Condition of Contract (GCC), Section – II is not applicable.
10. The Clause No. 30.1 of General Condition of Contract (GCC), Section – II is not applicable.

11. The Clause No. 31 of General Condition of Contract (GCC), Section – II is not applicable.
12. The Clause No. 32 of General Condition of Contract (GCC), Section – II is not applicable
13. The Clause No. 37 of General Condition of Contract (GCC), Section – II is not applicable.
14. The Clause No. 38 of General Condition of Contract (GCC), Section – II is not applicable.
15. The Clause No. 39 of General Condition of Contract (GCC), Section – II is not applicable.
16. The Clause No. 40 of General Condition of Contract (GCC), Section – II is not applicable
17. The Clause No. 41 of General Condition of Contract (GCC), Section – II is not applicable.
18. The Clause No. 45 of General Condition of Contract (GCC), Section – II is not applicable.
19. The Clause No. 46 of General Condition of Contract (GCC), Section – II is not applicable.
20. The Clause No. 47 of General Condition of Contract (GCC), Section – II is not applicable.
21. The Clause No. 49 a) of General Condition of Contract (GCC), Section – II is not applicable.
22. The Clause No. 50 of General Condition of Contract (GCC), Section – II is not applicable.
23. The Clause No. 51 of General Condition of Contract (GCC), Section – II is not applicable.
24. The Clause No. 52 of General Condition of Contract (GCC), Section – II is not applicable.
25. The Clause No. 53 of General Condition of Contract (GCC), Section – II is not applicable.
26. The Clause No. 55 of General Condition of Contract (GCC), Section – II is not applicable.
27. The Clause No. 58 of General Condition of Contract (GCC), Section – II is not applicable.
28. The Clause No. 60 of General Condition of Contract (GCC), Section – II is not applicable.
29. TPIA shall make their own arrangements for deployment of multi-disciplinary Engineers such as Mechanical, Electrical, Civil, Instrumentation etc. with degree in the respective field with 03 years' experience, for Inspection, supervision, project management, verification and certification activities during different stages of Design, Engineering, Manufacturing, Procurement, Construction/ installation, testing, commissioning and Operation & Maintenance phases of the project/ work.
30. TPIA shall make their own arrangements for deployment of multi-disciplinary Engineers (viz. Mechanical, Electrical, Civil, Instrument etc.) and other supportive staff necessary to assist the engineers. Additional staff or personnel if required to complete the assignment within the stipulated time or as directed by the E-I-C, must be provided within the total tendered cost only. However, TPIA shall deploy minimum two (not limited to) Engineers /Inspectors/ surveyors with minimum qualification of Degree in Engineering of the relevant field with minimum Five & three years' experience respectively in the relevant field. The personnel to be deputed/posted,

should be capable to perform duties & responsibilities mentioned under the "Scope of Work". Also, the number of personnel required to be deployed for catering the Third- Party Inspection requirement of all sections & areas, shall be assessed by the TPIA.

31. All the rules and regulations governing DPA will be applicable.
32. The TPIA should strictly follow all statutory rules & regulations like labor laws, insurance, safety norms & regulations, Dock Safety Regulations etc. The contractor will be held responsible for any violation of the same. The set of such conditions (regulation) is available with Safety Officer Deendayal Port Authority.
33. The inspection work shall be carried out with the best standards of workmanship and to the entire satisfaction of the DPA officials, and also conforming to the respective tender conditions.
34. If during any visit, any assign of task is not completed in any specific day visit then they will complete the same in the next working day by treating it as a single visit.
35. DPA reserves the right to cancel the Third Party Inspection work contract with three-month notice period on the grounds such as un-satisfactory work, un-due and inordinate delay in Third Party inspection, non-submission of reports and lack of providing test reports etc. during execution of the work.
36. DPA reserves the right to increase/ decrease the quantum of work.
37. TPIA has to arrange gate passes for entry of men and vehicles inside/outside Deendayal Port Authority area at his own cost from CISF, and as per the rules and regulation in force from time to time.
38. The Third Party Inspection Agency shall be enlisted by National Accreditation Board for Certification Bodies (NABCB)
39. 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**

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

**PART – II**

**To be used by successful Bidder**

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

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To

The Superintending Engineer (Electrical)

DEENDAYAL PORT AUTHORITY

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

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

Dist. Kutch (Gujarat)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no. **(EL/AC/2797)**
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - i. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - ii. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name: [insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

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

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

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

**1. Only for individual bidders**

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

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

**2. Turnover of the Firm**

Description	Year	Turn over
(insert the year as per PQC)	2021-22	
i.e. last three financial years ending 31st march of the previous year	2022-23	
	2023-24	

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 2024**

**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.	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

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.**

5.

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

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)

<b>SPECIMEN FORMAT FOR DECLARATION</b>
--

(To be executed on bidder's Letter Head)

To. \_\_\_\_\_

(Project title)

Ref: \_\_\_\_\_

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

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

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

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

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



**SPECIMEN LETTER OF AUTHORITY FOR**

**SUBMISSION OF BID**

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

To

The

Dear Sir,

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

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

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

*[Specimen signature]*

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

<b><u>EXCEPTIONS AND DEVIATIONS</u></b>
---

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]

**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)

**LETTER OF INTENT FORMAT**

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

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/2842

(Name of Work)

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

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

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

**Yours Faithfully,**

**(Signature of the controlling Officer)**

**CHIEF MECHANICAL ENGINEER**

**DEENDAYAL PORT AUTHORITY**

**SPECIMEN CONTRACT AGREEMENT**

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

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

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

WHEREAS the Board is desirous to carrying out the work of \_\_\_\_\_

\_\_\_\_\_ And  
whereas the Contractor has offered to execute and complete such work.

AND WHEREAS the contractor has agreed to if any arbitration award shall be referred to Conciliation Committee / Council comprising of independent subject experts. The award by the Conciliation Committee / Council shall be placed before the Board of Trustee for consideration if agreed by both the party

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as 10% of the contract value in the form of \_\_\_\_\_ and / or agreed to deposit the 10% of the contract value as follows for the due fulfillment of all the conditions of the contract.

1) Rs. (5% of Contract Value) \_\_\_\_\_ paid in Digital Transfer/FDR/BG towards security deposit, and

2) Balance amount of Rs \_\_\_\_\_ to be recovered from the work bills. (5% value to be recovered as a retention money from the bills)

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.

- iv) Tender submitted by the Contractor.
- v) The Board's "Drawing".
- vi) The schedule items of work with quantities and rates.
- vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover – I as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover – I'.
- ix) Bank Guarantee for security deposit.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of ₹\_\_\_\_\_ (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 of Kandla affixed in the presence of:

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

Secretary

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

Deendayal Port Authority

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

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

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

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

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

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

4. We, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

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

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

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

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

For (Name of Bank)

(Name)

Signature



**SPECIMEN LETTER OF AUTHORITY FROM BANK**

**FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authorityees of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_

dated \_\_\_\_\_ for ₹ \_\_\_\_\_ favoring yourselves  
issued on a/c of

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

(Name of contractor)

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

Name of signature of Bank Officer

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

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

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

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

(a) Serial No.	
(b) Nature of hindrance	
(c) Date of Occurrence	
(d) Period for which it is likely to last	
(e) Period for which extension required for this particular hindrance	
(f) Overlapping period if any, with reference to item.....	
(g) Net extension applied for	
(h) Remarks, if any.	
Total period on account of hindrance mentioned above.....	
Month.....Days	
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 

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

**Signature of Contractor**

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

**DEENDAYAL PORT AUTHORITY**

**APPLICATION FOR EXTENSION OF TIME**

**PART II**

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

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

Signature of Divisional Officer

Date:

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

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

## **SECTION V**

### **SCOPE OF WORK**

The broad scope of the work includes multi-disciplinary Third-Party Inspection verification & certification activities and Project quality management, as per the requirement, during different stages of the various works viz. Installation/Erection & commissioning works, Operations, AMC, ARC, Miscellaneous works Projects execution & implementation, Miscellaneous works etc., of various sections of Electrical Division under Mechanical Engineering Department within Port area & at manufacturer's works in Gujarat as well as outside Gujarat as per the terms mentioned therein. As a minimum, these activities comprise the inspection /verification for Compliance to the respective tender conditions under for Stage-wise inspection followed by certification at manufacturer workshop and/ or site during / manufacturing /receipt inspection / construction activities / Installation & laying / erection / support during pre-commissioning and commissioning.

The section describes certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed scope/ specification.

The above scope includes the prevailing tenders of the employer and also the tenders which are to be awarded time to time, within the contract period of TPIA

The Scope of work is given as under :-

#### **Schedule-B of Sr. No:-1 – AMC of TIL Cranes, MBE Cranes, & Harbour Mobile Cranes i.e.:- Annual Maintenance Contract of Cranes.**

TPI should carry out the site visit for the AMC work once in a month, one-day visit to verify the work, documents as per scope of works, The Third Party Inspection for the AMC work should be involve following inspections.

- i) To Check & verify the documentation of Maintenance Schedule Register Monthly/Weekly/Daily) & Manpower register signed by DPA Engineers.
- ii) To check of Profile of the Staff, engaged in the AMC works as per the tender conditions and issue the Certificate.
- iii) To check and verify Part no. /Cat. No. /Qty./make, at DPA site as per supply order (in case of spares procurement) and issue the certificate, for the same.
- iv) To check the tools and tackles along with consumables available at site as per the accepted tender.
- v) After the site visit, TPI shall submit the signed report.

#### **Annual Maintenance Contract of 66/11 KV, 11/0.433 KV (Inside CJ Area & Outside CJ Area Sub Stations), Lighting AMC, Overhead /Underground HT/LT Oil jetty colony AMC, AMC/ARC of 11 KV Overhead lines outside cargo jetty area, AMC of Gopalpuri Colony & A.O. Building, etc.**

TPI should carry out the visit for The AMC work once in a month, one day visit to verify the work, Documents as per scope of works, The Third Party Inspection for the AMC work should involve following inspection in Substation.

TPI should have the visit for the AMC work once in a month and one-day visit the verification of the work as per scope of work of specific tender.

## **Schedule-B of Sr. No:-2**

The scope of the work, mentioned in brief. However, before calling the TPIA for inspection, the tender /work order for which the inspection to be carried out, shall be forwarded to TPIA well in advance for their reference. The TPI Agency will be intimated in advance, after issue of the work order to the contractor and simultaneously nature of work and inspection stage, no. of visits for inspection of the work to be carried out, shall be decided by Engineer In-Charge. The Third Party Inspection shall involve the following inspection:

To give stage wise clearance after inspection as per the standard of work.

- i. To visit the repairing site/workshop, as decided by the Engineer-in-Charge, and submit the report of the progress of the repairing work & also to issue the certificate for dispatch clearance.
- ii. To issue the certificate after completion of the work.
- iii. To verify the Electrical works as per the Technical Specification of the Tender.
- iv. To Check and verify the make/approved drawing (approved by DPA) if any, at DPA site as per the Tender/work order.
- v. Certification of the quality of work, which include, the Material Testing, quality certification, Test Report with comments if any.
- vi. Laboratory & field testing inspection as per the standard norms or as mentioned in the Tender.
- vii. To certify the work carried out by contractor during stage inspection at the DPA site as per the Tender/Work order, and submit the report of the progress of the work.
- viii. To visit the Manufacturers site/workshop, if required as decided by the Engineer-in-Charge and submit the report of the progress of the work & also issue the certificate for the dispatch clearance.
- ix. To issue the certificate after completion of the whole work for Final taking over of the work by DPA.

**1. The execution of work mainly consists of the followings:**

- 1.1. The Third Party Inspection Agency has to carry out, the inspection of Electrical materials and give dispatch clearance after witnessing all the relevant tests, carried out at manufacturer's works as per the tender conditions.
- 1.2. The Third Party Inspection Agency has to carry out inspection of dispatched Electrical material after receiving at site and submit the report.
- 1.3. The Third Party Inspection Agency has to carry out the inspection of work, carried out by the Contractor as per technical specifications at site for Electrical, Crane and Civil Work (Foundation work specially for High Mast).
- 1.4. Visual Checking and work progress.
- 1.5. Testing and commissioning at various stages.
- 1.6. Final taken over of work.

**2. All inspections shall be carried out as per relevant standards.**

**3. While submitting the tender, the firm shall ensure the following: -**

TPIA shall make their own assessment for the deployment of the Engineers and other supportive staff, necessary to assist the DPA engineers. Additional staff or personnel, if required to complete the assignment in the prescribed time, must be provided, within the total tendered cost only. DPA shall not be responsible for any wrong assessment by TPIA and shall not in any case, bear any additional cost arising therein. The Civil Engineers/Surveyors to be posted at site during the Pile Foundation/Civil work.

4. The bidder should confirm that there is no conflict of interest in taking up this inspection & quality assurance assignment. A conflict of interest will arise, if the panel member, or its parent company, is advising potential bidders for the said Project or if the panel member or its parent company is considering a debt or equity involvement in the project or is required to the said project.
5. An undertaking in this regard should be submitted by Bidder that they/ their affiliates will not offer Advisory Services to any bidder of the same project and the conflict of interest does not exist or arise.

6. The contractor is required to inform Deendayal Port Authority on progress of the work and quality control measures and on any issues arising therein.
7. The Information relating to the Designs, Drawings, Details related to the execution of the work and any other information, provided by Deendayal Port Authority to contractor to perform the scope of the work, shall not be disclosed by the contractor to any person. The contractor shall treat all the information confidential and shall not divulge any information, unless it is directed to do so by any statutory entity that the power under law to require its disclosure or is to enforce or assent any right or prevalent of the statutory entity and/ or Authority.
8. The contractor shall deploy competent personnel on full time basis, for the entire contract period. The personnel to be deputed/posted should be capable to perform duties & responsibilities mentioned under the "Scope of Work"
- 8.1. To assist Deendayal Port Authority for cross verifying of the quality of the work, material by carrying out the inspection, testing, quality audit, verification of the site records regarding quality of the materials and its certification and any other means required in this connection.
- 8.2. To deploy the required experienced Technical Personnel on the site for TPI & QA to ensure that quality of the work is maintained as per the provision of the relevant IS codes and specifications of the work.
- 8.3. To suggest various measures for achieving required quality in the work. To sort out all problems, regarding quality of the work, during the course of the execution and to give the proper suggestions.
- 8.4. Reporting, Documentation, Quality certification of the items checked.
9. The Third Party Inspection scope for procurement shall generally involve following inspection, but not limited to: a) To check and verify the quality & quantity of the materials as per the technical specifications mentioned in the Supply Order/Tender Contract and issue the report for the same. b) To verify Part no./ Cat no., Quantity & make as per supply order/Contract (if required) in case of the procurement & issue certificate for the same. c) To check the relevant test certificates & standard of the materials with relevant IS standards and report the same. d) the actual reference for description (reports) shall be on the basis of the scope, under conditions of the tender under consideration.

**10 Inception Report:**

It shall include

- Work plan, mobilization etc.
- Quality assurance plan.
- Preliminary assessment of potential difficulties, if any and mitigating measures.
- Any more information as deemed necessary.

It shall include

- Details of events and main activities undertaken during the week and progress of the work with respect to the work program.
- Technical and quality audit reports, checking of site records, maintained by the supervisory staff of contracting agency etc.
- Any problem met with during the course of execution, analysis and solution thereto.
- Any more information as deemed necessary.

**11. Certification of Quality of Work**

It shall include

- Material testing, quality certification etc.
- Test reports & comments if any.

**12. Final Completion Report.**

It shall include

- Project/work description.
- Terms of reference.
- Comments on Construction operations.
- Problems encountered during construction.
- Recommendation to the DPA for future similar projects/works.
- Any other information as deemed necessary and Certificate that all work has been INSPECTED as per terms and conditions of tender.

**13. Laboratory, Field testing:**

- i) Laboratory testing of materials/samples in required frequency as per IS provisions/work specifications shall be obligatory to the contracting agency and all the cost in this regard, either in government laboratory or government approved laboratory including transportation of samples shall be borne by the contracting agency. TPIA shall not have to bear this cost.
- ii) TPIA shall witness some of quality control tests being carried out by staff of Deendayal Port Authority/ Contracting Agency. The TPIA controls the process of testing with the help of the contractor. Minimum number of tests, to be carried out by the TPI consultant, should be 10% of the tests to be carried out by the contracting agency as per his contract provision.
- iii) Assist- the Deendayal Port Authority's staff on work to ensure quality and conformity with standards and specifications prescribed in contract and review the frequency of quality control tests.
- iv) If in opinion of the TPIA any item of work is substandard or is not within the acceptance criteria, he will inform to the DPA as well as contracting agency, the rectification required, (in writing) to be carried out, providing full justification thereof, with all necessary supporting data test results.

- 14.** To provide all necessary formats for quality control acceptable as per Indian Standard/PWD procedure/specifications for respective work to be provided in advance to the Engineer-in-charge.

**15. CARE AND DILIGENCE**

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

**16. Time Schedule**

The number of visits, mentioned in the Schedule B is indicative. However, the work order may be extended up to one year Contract shall be effective for the period of three year from the date of issue of Work Order. However the work order may extended up to one year in mutual consent & written confirmation from the respective firm, with same rates Terms & condition.

**Signature & Seal  
of Contractor**

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



## SECTION VI

### Bill of Quantity

Name of Work: Appointment of Third Party Inspection agency on various works i.e. AMC, ARC, Maintenance, Projects etc.

Sr. No.	Description	Qty.	Unit	Rate	Amount
1	TPI on various AMC works. i) AMC of TIL Cranes ii) AMC of MBE Cranes iii) AMC of Italgru 63 Ton 2 nos. HMC Cranes iv) AMC of 120 Ton Italgru/ Liebherr 2 nos. HMC Cranes v) AMC of 66/11 KV Substation vi) AMC of 11/0.433 KV Substations & Lighting inside cargo jetty area. vii) AMC of Substations, Residential and Non Residential Buildings & Lightings outside cargo jetty area at Kandla. viii) AMC/ARC of 11 KV Overhead lines outside cargo jetty area. ix) AMC of Gopalpuri and AO Building Substations including lighting. To verification of record as per maintenance contract as per scope of work as per Annexure I of Scope of Work.	36 36 36 50 36 36 36 36 36	Ea. Ea. Ea. Ea. Ea. Ea. Ea. Ea. Ea.		
2	TPI & Quality assurance for various work/Project, Procurement, Repairing & Replacement work in ELL & HMC Cranes, as per Annexure – II of Scope of work.	180	Ea.		
3	TPI on Miscellaneous works/AMC at site as per requirement.	40	Ea.		
4	For outside visits more than 150 Kilometres (including travelling + Incidental expenses	60	Ea.		
<b>Total Amount in INR</b>					

(In words Rupees \_\_\_\_\_ only)

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

**Signature & Seal  
of Contractor**

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