

# DEENDAYAL PORT AUTHORITY



## **TENDER DOCUMENTS FOR**

### **Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Hazira, Surat.**

OFFICE OF THE  
Dy CHIEF ENGINEER (P)  
Deendayal Port Authority  
Ground Floor, Annexe,  
A.O Building, Gandhidham  
Kutch - 370201, Gujarat E  
mail:[dpt.roro@gmail.com](mailto:dpt.roro@gmail.com)

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**DEENDAYAL PORT AUTHORITY**

**COMPETITIVE BIDDING**

**NIT NO: 03-P/2025**

**Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Hazira, Surat.**

**PERIOD OF DOWNLOADING OF BID DOCUMENTS**

FROM	: DATE: 14/05/2025
TO	: DATE: 16/06/2025 TIME 16:00 HRS.
LAST DATE AND TIME FOR RECEIPT OF BIDS	: DATE: 16/06/2025 TIME 16:00 HRS.
TIME AND DATE OF OPENING OF BIDS	: DATE: 16/06/2025 TIME 16:15 HRS
PLACE OF OPENING OF BIDS	GROUND FLOOR, ANNEXE, A.O. BUILDING, GANDHIDHAM - 370201,KUTCH DISTRICT, GUJARAT STATE, INDIA,

**OFFICE INVITING BIDS**

**Dy CHIEF ENGINEER(P)  
DEENDAYAL PORT AUTHORITY**

**DEENDAYAL PORT AUTHORITY**

**NOTICE INVITING TENDER**

**Tender NO: 03-P/2025**

**ONLINE TENDERING (E-Tendering)**

**NAME OF WORK: Annual Maintenance Contract for Link Spans, pontoons and Terminal facilities at Hazira, Surat.**

E/Online Tenders are invited by Dy Chief Engineer (P) for the above work as per the details given in the table below:

Work Description	Tender Fee (In Rs.)	Estimated cost (In Rs.)	EMD (In Rs.)	Date of Pre-Bid Meeting	Last Date and time of online Submission of bid documents	Date and time of online opening
<b>Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Hazira, Surat.</b>	Rs. 1770/- (Including 18% GST)	Rs. 32193590.00/- Account Number :- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch	Rs. 321935.00 Account Number:- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch.	N.A	Upto 16:00 hours on 16/06/25	@16:15 hours on 16/06/25

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from **14/05/2025 to 16/06/2025 @ 16:00** hrs. Tender Notice is also available on <http://deendayalport.gov.in> Technical Bid will be opened on **16/06/2025 @ 16:15** Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact DY CHIEF ENGINEER (P), Ground Floor, ANNEXE, A. O. Building, GANDHIDHAM-370201, **Kutch District, Gujarat State, INDIA, Telephone:** during working hours before the last date and time of downloading of tender documents.

**Dy CHIEF ENGINEER(P)**  
**DEENDAYAL PORT AUTHORITY**

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**NOTICE INVITING ONLINE TENDER**

**Details about E/Online tender:**

Department Name	Civil Engineering Department
Circle/ Division	Project Division, A.O. Building, Gandhidham, Kutch-370201
Tender Notice No.	03-P/2025
Name of Work	<b>Annual Maintenance Contract for Link spans, Pontoons and Terminal facilities at Hazira.</b>
Estimated Contract Value (INR)	Rs. 32193590.00/-
Period of Completion (in Months)	<b>24 Months</b>
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria :	<div>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least <b>Rs. 96.58 lakhs.</b> (The financial turnover documents must be certified by a Chartered Accountant (CA) with the CA's stamp signature and UDIN number. Additionally, all the verification of turnover must be provided failure to comply with these requirements bid will be treated as non- responsive).</div> <div>2. Experience of having successfully completed similar works during last <b>7 years</b> ending last day of month previous to the one in which applications are invited should be either of the following:  Three similar completed works each costing not less than <b>Rs. 128.77 lakhs.</b> (Excluding GST) Or Two similar completed works each costing not less than <b>Rs. 160.97 lakhs.</b> (Excluding GST) Or One similar completed works each costing not less than <b>Rs.257.55 lakhs.</b> (Excluding GST)</div> <div>3. "Similar works" means experience of Building Works with allied work Further, in case of Similar work certificate has been issued by any private body, the bidder will be required to produce the CA.</div>

certificate along with 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 such completed work. In case any discrepancies between the TDS (Form 16 or Form 26A) and the certificate of Chartered Accountant with regard to payment received from the client, it should be explained.

If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub contract is not authenticated, the respective party shall be considered non- responsive. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

**(A) Work experience in Private Organization:** If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria, the following documents must be enclosed with the BID for consideration:

**(B) TDS Certificates:** The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.

**(C) CA Certificate:** The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN number.

4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity=  $A \times N \times 2 - B$ , Where, "N" = Number of years prescribed for completion of the subject contract.

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

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

5. Integrity Pact Agreement (Annexure I).

- I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential

Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

- II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

Joint Venture	Not Applicable
Rebate	Applicable
Bid Document Fee :	<b>Rs. 1770/-</b> (including 18% GST) through digital mode onlyAccount number:- 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch.
Bid Document Fee Payable To:	Deendayal Port Authority, Gandhidham
Bid Security/ EMD (INR):	<b>Rs. 321935.00/-</b> through digital mode only Account number: - 10080100022427 IFSC Code: - BARBOGANKUT Bank of Baroda, Gandhidham Branch. (Hard copy to be submitted after submission of tender fee and EMD)
Bid Security/ EMD (INR) In Favor Of :	Deendayal Port Authority, Gandhidham
Bid Document Downloading Start Date	14/05/2025
Bid Document Downloading End Date	16/06/2025 upto 16:00 Hrs.
Date & Place of Pre Bid Meeting	Not Applicable
Last Date & Time for Receipt of Bids	16/06/2025 upto 16:00 Hrs.
Bid Validity Period	120 Days
Condition	<p>Tender fees and EMD in form of through digital mode only. This submission shall mean that tender fees &amp; EMD is received. Accordingly offer of those shall be opened whose tender fee and EMD is received electronically The bid/tender shall also be accompanied by <b>Integrity Pact Agreement</b>.</p> <p>a. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-</p>

procure portal.  
b. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

However, for the purpose of realization bidder shall send the same in original to DY CHIEF ENGINEER (P), DEENDAYAL PORT AUTHORITY, KANDLA at the time of tender opening or send the same through R.P.A.D./speed post or in person so as to reach to DY CHIEF ENGINEER (P), Ground Floor, ANNEXE, A.O. BUILDING. GANDHIDHAM - 370201, Kutch District, Gujarat State, INDIA, Telephone :(O) 02836-270266within (7) seven days from the date of opening.

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 shall become eligible for exemption from payment of Tender fee/EMD. “Such bidder shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed ‘Bid Securing Declaration’ as per format provided in the Tender documents, failing which the bid shall be disqualified. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below:”

NIC Code	Activities
Section F	Construction
Division 41, Group 410,	Construction of Building
subclass 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts etc.)

Bidders opting for exemption of tender fee/ EMD in preliminary bid need to have both list of activities in their MSME certificate i.e. under group 410 and subclass 30115, failing which claiming exemption will not be considered. Also has to submit Bid Declaration form (**Annexure II**) in preliminary Stage.

Remarks	A.O. Building, GANDHIDHAM-370201, Kutch District, Gujarat State, INDIA, Telephone: (O) (02836) 270266.
Bid Opening Date	Technical Bid will be opened on 16/06/2025 @ 16:15 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid.



Documents required to be submitted by scanning through online	<ul style="list-style-type: none"> <li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li> <li>b. Tender fee in the form of digital mode only.</li> <li>c. EMD in the form of digital mode only.</li> <li>d. As indicated in clause 1.4 of section 1 – Instructions to bidders.</li> <li>e. Integrity Pact</li> </ul>
Officer- Inviting Bids:	DY CHIEF ENGINEER (P) , DEENDAYAL PORT AUTHORITY
Bid Opening Authority :	DY CHIEF ENGINEER (P) , DEENDAYAL PORT AUTHORITY
Address:	DY CHIEF ENGINEER (P), GROUND FLOOR, ANNEXE, A.O. BUILDING. GANDHIDHAM - 370201, KUTCH DISTRICT, GUJARAT STATE, INDIA
Contract Details :	Telephone: (O)02836-220013 Mobile– 9725338260

**DY CHIEF ENGINEER (P)**  
**DEENDAYAL PORT AUTHORITY**

**Note:**

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

(n) code Solutions – A division of GNFC Ltd.,  
(n)Procure Cell,  
403, GNFC Infotower, S.G. Road,  
Bodakdev, Ahmedabad – 380054 (Gujarat).

**Contact Details:**

Airtel : +91-79-40007501, 40007512, 40007516, 40007517, 40007525  
BSNL : +91-79-2684511, 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)

## **SECTION -1**

### **INSTRUCTIONS TO BIDDERS**

## **A. GENERAL**

### **1.1 Scope of Bid**

- 1.1.1 The Superintending Engineer, Project Division, Deendayal Port Authority invites bids by E-Tendering for the work of “**Annual Maintenance Contract for Linkspans, Pontoons and Terminal facilities at Hazira**” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

### **1.2 Source of Funds**

- 1.2.1 The employer has arranged the funds from internal resources and will have sufficient funds in Indian currency for execution of the works.

### **1.3. Eligible Bidders**

- 1.3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no 1.4
- 1.3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 1.3.3 Government-owned enterprises may only participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the Employer subject to fulfillment of Minimum qualifying criteria.
- 1.3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer in accordance with clause 1.36.

### **1.4 Eligibility Criteria**

- 1.4.1** a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
- b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.

- c. Equipment requirement/ schedule **(NOT APPLICABLE)**
- d. Managerial/Manpower requirement **(NOT APPLICABLE)**
- e. Project Planning and Quality Control procedure to be adopted **(NOT APPLICABLE)**
- f. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or black listing, if any.
- g. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(NOT APPLICABLE)**

**1.4.2** If the Employer has not undertaken pre-qualification of potential bidders, All bidders shall include the following information and documents with their bids in Section- 2.

- 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 construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment proposed to carry out the contract. **(NOT APPLICABLE)**
- e. Qualifications and experience of key site management and technical personnel proposed for the contract. **(NOT APPLICABLE)**
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past five years.
- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached) **(NOT APPLICABLE)**
- k. The proposed methodology and program of construction, 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 (for all contracts over Rs 10M). **(NOT APPLICABLE)**
- l. PAN, Registration with GST, Provident Fund Authorities.
- m. EMD in approved form as prescribed under clause no.16

**1.4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.**

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least **Rs. 96.58 lakhs**. (The financial turnover documents must be certified by a Chartered Accountant (CA) with the CA's stamp signature and UDIN number. Additionally, all the verification of turnover must be provided failure to comply with these requirements bid will be treated as non- responsive).
- ii. 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:
  - a. Three similar completed works each costing not less than. **Rs. 128.77 lakhs . (excluding GST)**
  - or
  - b. Two similar completed works each costing not less than **Rs. 160.97 Lakhs (excluding GST)**
  - or
  - c. One similar completed works each costing not less than **Rs.257.55 lakhs (excluding GST)**

iii "Similar works" means experience of Building Works with allied work .

If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub contract is not authenticated, the respective party shall be considered non- responsive. The decision taken by DPA shall be final It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

(A) Work experience in Private Organization: If the Bidder has completed works in a private organization as stipulated in the Minimum Qualification Criteria, the following documents must be enclosed with the BID for consideration:

(B) TDS Certificates: The Bidder must provide TDS certificates issued by the competent authority with respect to the work experience.

(C) CA Certificate: The Bidder must submit a certificate issued by their Chartered Accountant (CA) stating that the amount shown in the TDS certificate has been received with respect to the work experience submitted by the Bidder. This document must be certified by the CA with their stamp, signature, and UDIN number.

Further, in case of Similar work certificate has been issued by any private body, the bidder will be required to produce the CA certificate along with 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 such completed work. In case any discrepancies between the TDS (Form 16 or Form

26A) and the certificate of Chartered Accountant with regard to payment received from the client, it should be explained.”

- iv. In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. **(NOT APPLICABLE)**

- 1.4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(NOT APPLICABLE).**
- 1.4.5 Sub- contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 1.4.4 above. **(NOT APPLICABLE)**
- 1.4.6 Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

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

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

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

Note: For bringing the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.40	123.8	121.80	119.8	114.9
Multiplying factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

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

- 1.4.7 Even though the bidders meet 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 or poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history, or financial failures etc.

**1.4.8 Deleted.**

**1.5. One Bid per Bidder**

1.5.1 Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder’s participation to be disqualified.

**1.5.2 Joint Venture (Not Applicable)**

Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria. However, there shall be no limit on the number of partners.

**1.6. Cost of Bidding**

1.6.1 The bidder shall bear all costs associated with preparation and submission of his bid and the Employers will in no case be responsible and liable for those costs.

**1.7. Site Visit**

1.7.1 The bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works. The costs of visiting the Site shall be at the Bidders’ own expense.

**B. Bidding Documents**

**1.8. Content of Bidding Documents**

1.8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with Clause 1.10:

- DC 1 : Bid Reference
- NIT : Invitation for Bids
- SECTION 1 : Instruction to Bidders
- SECTION 2 : Forms of Bid, Qualification Information
- SECTION 3 : Conditions of Contract
- SECTION 4 : Contract Data
- SECTION 5 : Specifications and Special Conditions
- SECTION 6 : Drawing
- SECTION 7 : Bill of Quantities
- SECTION 8 : Forms of Securities

1.8.2 One set of the bidding documents will be issued to the bidder. The document should be

completed and returned with the bid. **(NOT APPLICABLE)**

- 1.8.2.1 The bidding documents shall be downloaded. The documents should be complied filled and submitted through on-line tendering process on website <https://tender.nprocure.com>.
- 1.8.3 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 1.26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

## **1.9 Clarifications of the Bidding Documents**

- 1.9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hard copy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days (Suggested 7 days) prior to the deadline for submission of bids. Copies of the Employer's response will be forwarded to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source. The clarifications shall be uploaded on Website of <https://tender.nprocure.com>.

### **1.9.2 Pre – bid meeting (Not Applicable)**

- 1.9.2.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at Old Board Room, A.O. Building, Gandhidham - Kutch, Gujarat on \_\_\_\_\_ @ 12:00 Hrs.
- 1.9.2.2 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.
- 1.9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 1.9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded on website <https://tender.nprocure.com> without delay. Any modification of the bidding documents listed in Sub-Clause 1.8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 1.10 and not through the minutes



of the pre-bid meeting.

- 1.9.2.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

**1.10. Amendment of Bidding Documents**

- 1.10.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addendum.

- 1.10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <https://tender.nprocure.com>. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

- 1.10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids, in accordance with Sub-Clause 1.20.2 below.

**C. Preparation of Bid**

**1.11. Language of the Bid**

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

**1.12. Documents comprising the Bid**

- 1.12.1 The bid submitted by the bidder shall comprise the following:

**A) Technical Bid**

i) Bid Security

ii) Qualification Information Form and Document (Pursuant to clause 1.4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 1.8.1 shall be filled in without exception.

**B) Financial Bid**

i) Contractor's Bid duly filled and digitally signed by bidder.

ii) Bill of Quantity duly filled and digitally signed by the Bidder.

**1.13 Bid Prices**

- 1.13.1 The contract shall be for the whole works as described in Sub-Clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

- 1.13.2 The bidder shall fill percentage above or below the amount described in the Bill of Quantities. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities. All pages of the bill of quantities shall be initiated. **(NOT APPLICABLE)**

- 1.13.3 All duties, taxes except (GST) and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid price submitted by the Bidder.

- 1.13.4 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.

**1.14 Currencies of Bid and payment**

1.14.1 The Unit rates and the prices shall be quoted by the bidder entirely in Indian Rupees.

**1.15. Bid Validity**

1.15.1 Bids shall remain valid for a period not less than 120 days after the deadline date for bid submission specified in clauses 1.20. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.

1.15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security.

**1.16. Bid Security (Earnest Money Deposit – EMD)**

A. Earnest Money Deposit (EMD) shall be 1% of the Estimated Cost put to tender subject to a maximum of Rs. 50 Lakhs.

B. The EMD upto Rs. 5 lakhs be payable either by online transfer. EMD beyond Rs.5 lakhs is also payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank / Scheduled Bank except Co-operative Bank having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

C. EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

D. EMD will be refunded suo-motuo without any application from the bidders.

E. The Bid security of the successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Security.

F. The Bid Security may be forfeited, if

(a) The Bidder withdraws the Bid after Bid Opening during the period of Bid Validity.

(b) The Bidder does not accept the correction of the Bid Price, pursuant to any arithmetic errors; or

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

(i) Sign the Agreement or

(ii) Furnish the required Performance Security.

G. 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 shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid a scanned copy of valid certificate, as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the Tender documents, failing which the bid shall be disqualified. List of activity related to the subject tender as per National Industrial Classification-2008 for exemption of tender fee and EMD are listed below.

NIC codes regarding similar work is mentioned below:

NIC Code	Activities
Section F	Construction
Division 41, Group 410,	Construction of Building
subclass 30115	Construction of floating structures (floating docks, pontoons, cofferdams, floating landing stages, buoys, floating tanks, barges, lighters, floating cranes, non-recreational inflatable rafts etc.)

Bidders opting for exemption of tender fee/ EMD in preliminary bid need to have both list of activities in their MSME certificate i.e. under group 410 and subclass 30115, failing which claiming exemption will not be considered.

#### **1.17 Alternative proposals by bidders**

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

#### **1.18 Format and signing of bid**

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

1.18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

#### **D Submission of bids**

##### **1.19 Sealing and marking of bids. (NOT APPLICABLE)**

The bidder shall put Bid security document as per clause No.1.16, hereof in one envelope and properly seal and mark as “Bid Security”. The bidder shall put documents mentioned in clause No: 1.12.1.A (ii) in separate envelope and properly seal and mark as “Technical Bid”.

The bidder shall seal “Financial Bid” as per Clause No: 1.12.1. (B) hereof, in separate envelope duly marking the envelope as “Financial Bid”.

These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as “Technical Bid and Financial Bid”.

1.19.1 The envelopes shall

**(a) be addressed to Nodal Officer/Employer at the following address.**

\_\_\_\_\_

(Insert address of office for bid submission), and

**(b) bear the following identification:**

Bid for.....(Name of contract)

Bid reference no... ..... (Insert number)

DO NOT OPEN BEFORE (time and date for opening, per Clause 23)

Name and address of the bidder.

The tender complete in all respect should be put in the tender box (marked tender No \_\_\_\_\_) in the office of \_\_\_\_\_ upto \_\_\_\_\_ p.m. on due date and open at \_\_\_\_\_ on the same date in presence of such of the tenderers who may wish to be present.

1.19.2 In addition to the identification required in Sub-Clause 1.19.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 1.21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the technical bid and financial bid.

**1.20 Deadline for submission of the Bids**

1.20.1 Bids must be received by the Employer at the address specified above not later than 16:00 hrs. on 16/06/2025 in the event of the specified date for the submission of bids being declared a holiday by the Employer. The bids will be received upto the appointed time on the next working day.

- 1.20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 1.10, 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.
- 1.20.3 In case of tender document 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. He shall be giving an undertaking that no change have been made in document. He shall be issued a printed set of document under acknowledgment with a condition that the printed version of the port tender document 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 tenderer, the conditions mentioned in the Port's printed document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses. Insert time and date; this should be the same as those given in the invitation for Bids Clause No.1.20.
- 1.21 Late Bids**
- 1.21.1 Any bid received by the Employer after the deadline prescribed in Clause 1.20 will be considered as non-responsive.
- 1.22. Modification and Withdrawal of Bids**
- 1.22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 1.20.
- 1.22.2.** Each Bidder's modification or withdrawal notice shall be prepared, sealed, marked, and delivered in accordance with Clauses 1.18 & 1.19, with the outer and inner envelopes additionally marked "MODIFICATION" or "WITHDRAWAL" as appropriate. **(NOT APPLICABLE)**
- 1.22.3. No bid may be modified after the deadline for submission of bids.
- 1.22.4. Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 1.15.1 above or as extended pursuant to Clause 1.15.2 may result in forfeiture of the Bid Security pursuant to Clause 1.16.
- 1.22.5 Tenders with any condition, including conditional rebate shall be rejected. However, tenders with unconditional rebate will be accepted. **(NOT APPLICABLE)**

**E. BID OPENING AND EVALUATION**

**1.23. Bid opening**

1.23.1 On the due date and appointed time as specified in clause 1.20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 1.22 in presence of the bidders or their representative who choose to attend. 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 and location on the next working day.

1.23.2. Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 1.22 shall not be opened.

Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(NOT APPLICABLE)**

**1.23.3.** If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. **(NOT APPLICABLE)**

1.23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present in accordance with sub clause 23.3 and the minutes shall form part of the contract. **(NOT APPLICABLE)**

**1.24. Process to be confidential.**

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

**1.25. Clarification of Bids**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 1.27.

Subject to above para, 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. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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.

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

1.26.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid (a) meets the eligibility criteria defined in Clause 1.4 (b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause; (c) is accompanied by the required Bid security and; (d) is responsive to the requirements of the Bidding documents.

1.26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the Contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

1.26.3 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-conforming deviation or reservation.

1.26.4 The envelop marked as financial bid of those bidders whose technical bid has been determined to be non-responsive shall not be opened and will be returned unopened. **(NOT APPLICABLE)**

#### **1.27. Correction of Errors. (NOT APPLICABLE)**

1.27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows:

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern; and
- (b) Where there is a discrepancy between the unit rate and the line item total resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern.

1.27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with Sub-Clause 1.16.F. (B).

**1.28. NIL**

**1.29 Evaluation and Comparison of Bids**

1.29.1 The Employer will evaluate and compare only the bids determined to be responsive in accordance with Clause 1.26

1.29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

- (a) Making any correction for errors pursuant to Clause 1.27;
- (b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 1.22.5

1.29.3. The estimated effect of the price adjustment conditions under Clause 3.47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

1.29.4. If the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

**F. AWARD OF CONTRACT**

**1.30 Award Criteria**

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 1.3, and (b) qualified in accordance with the provisions of Clause 1.4. The second bidder (i.e.L2) shall be kept in reserve and may be invited to match the bid submitted by the (L1) bidder



in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding clause 1.29, the Employer reserve the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring any liability to the affected bidder or bidders of the grounds for Employer's action.

**1.32 Notification of Award and Signing of Agreement**

1.32.1 The Bidder whose bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "Letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "contract Price").

1.32.2. The notification of award will constitute the formation of the Contract subject only to the furnishing of a performance security in accordance with the provision of Clause 1.33.

1.32.3. The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.

1.32.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful.

**1.33. Performance Security**

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

1.33.1 Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as Insurance Surety Bond or FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer within (21 days in case of domestic bid and within 28 days

in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of work & Payment of welfare cess for final bill.

**1.33.2** Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.

**1.33.3** The documentary evidence (copy of paid Challan in Govt. 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.

**1.33.4** It is the responsibility of the concerned department to ensure that the BG should remain valid for a Period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the concerned contractor, including Defect Liability Periods

**1.34 Advance Payment (NOT APPLICABLE)**

**1.34.1** The Employer will provide an Advance payment on the Contract Price as stipulated in the Conditions of Contract, subject to maximum amount, as stated in the Contract Clause 3.51.

**1.35 Conciliator (NOT APPLICABLE)**

**1.35.1** The Employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 3.24.1 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in the bid.

**1.36. Corrupt or Fraudulent Practices**

**1.36.1** 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, for the purpose of these provisions, the terms set forth below as follows:

(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.

1.36.2 Furthermore, Bidders shall be aware of the provision stated in sub-clause 3.59.2 of the conditions of Contract.

**Contractor**

**Dy CHIEF ENGINEER (P)**  
**Deendayal Port Authority**

# **SECTION: 2**

## **FORMS OF BID, QUALIFICATION INFORMATION**

### **TABLE OF FORMS**

- 1. FORM OF BID**
- 2. CONTRACTOR'S BID**
- 3. PRE-QUALIFICATION OF BIDDERS**
- 4. LETTER OF ACCEPTANCE**
- 5. NOTICE TO PROCEED WITH THE WORK**
- 6. AGREEMENT FORM**

**SPECIMEN FOR FORM OF BID**  
**(To be executed on bidder's letter head)**

Date-

**Tender No. 03-P/2025**

Name of Work: **Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Hazira".**

To

The Dy CHIEF ENGINEER (P) ,  
Deendayal Port Authority, Kandla,  
Annexe, A.O. Building  
Gandhidham - 370201,  
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
- (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
- (c) The total price of our tender, excluding any discounts offered in item (d) below, is [insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] **(NOT APPLICABLE)**
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** if our tender is accepted, the following discounts shall apply.  
**Methodology of application of the discounts.** The discounts shall be applied using the following method:**(NOT APPLICABLE)**
- (e) Our tender shall be valid for the period of time specified in **[ITB Sub-clause 1.15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub-clause 1.20.1]**, and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 1.15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 1.33] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract, **(NOT APPLICABLE)**

- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 1.3.2]**.
- (i) 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 in accordance with **[ITB Sub-clause no.1.3.4]**
- (j) 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 in accordance with **[ITB Sub-clause 1.32]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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)

## CONTRACTOR'S BID

Description of the works: - **"Annual Maintenance Contract for Linkspans, Pontoons and Terminal facilities at Hazira".**

TO

----- (The employer)

Address

-----

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of \_\_\_\_\_ (in figures)

\_\_\_\_\_ ( in letters)

The advance payment required / not required as per rule.(**NOT APPLICABLE**)

We accept appointment of \_\_\_\_\_ as the conciliator's letter.(**NOT APPLICABLE**)

Or

We do not accept the appointment of \_\_\_\_\_ as the conciliator and proposed instruct that \_\_\_\_\_ be appointed as conciliator who's daily fees and biographical data are attached.(**NOT APPLICABLE**)

This bid and your written acceptance of it shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In Indian namely "prevention of corruption act 1988"

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents.

We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name & title of signatory

Name of Bidder

Address

### **Notes:**

To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.

**PRE-QUALIFICATION OF BIDDERS**

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

**1. Only for individual bidders**

**1.1 Constitution or 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/ JV**

YEAR	TURN OVER
2021-22	
2022-23	
2023-24	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditor’s reports (in case of companies/ corporation) etc., list them below and attach copies.

**3. Similar works**

Particulars	Year	No. of works	Value
Total value completed similar work as defined in the tender document during last 7 years	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “similar work” employers reserve the right to verify the information;



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

(A) Existing commitments and on-going works.

Description of work	Place & state	Contract no.& date	Name & address of port or Dept.	Value of contract Rs.	Stipulated Period of completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

Description of work	Place & state	Name& address of port or Dept.	Value of contract Rs.	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor’s Equipment are essential for carrying out the works. The bidder should list all information requested below.**(NOT APPLICABLE)**

Item of equipment	Requirement no. capacity	Owned/leased /to be procured	No’s/ capacity	Age/condition	Remarks(from whom to be purchased)
1	2	3	4	5	6

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 1.4.2 (e) of instructions to bidders and sub clause 3.9.1 of the conditions of contract.**(NOT APPLICABLE)**

Position	Name	Qualification	Years of experience (general)	Years of experience in the proposed position
Project manager				

Discipline specialist etc.,				
-----------------------------	--	--	--	--

7. Proposed sub-contracts and firms involved.(NOT APPLICABLE)

Sections of the works	Value of sub-contract	Sub-contractor (name and address)	Experience in similar work

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

Other party(ies)	Port / Dept.	Cause of dispute	amount	Remarks involved showing present status

9. 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]

**LETTER OF ACCEPTANCE**  
(On letterhead paper of the port)

\_\_\_\_\_(date)

TO: \_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Sub: Tender no. **“Annual Maintenance Contract for Linkspans, Pontoons and Terminal facilities at Hazira”**.

Ref:           Your bid dated  
              And [list the correspondence with the bidder]

This is to notify you that your bid dated\_\_\_\_\_ for execution of the  
\_\_\_\_\_ (name of the contract and identification number, as given in the  
instructions to bidders) for the contract price of rupees\_\_\_\_\_(amount in words and  
figures as corrected and modified in accordance with the tender document is here by accepted  
by the employer/board)

You are hereby requested to furnish performance security, in the form detailed in  
tender document for an amount of Rs.\_\_\_\_\_within {\_\_\_\_\_} days of the receipt of this  
letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking  
over certificate subject to removal of defects period i.e. upto\_\_\_\_\_and also sign the contract  
agreement within{\_\_\_\_\_}days of the receipt of this letter of acceptance , failing which action  
as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully

Authorized signature  
Deendayal Port Authority

## ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(Letterhead of the Port)

\_\_\_\_\_dated

To  
(Name and address of the contractors)

Dear Sirs,

Sub: Tender no. **03-P/2025**“**Annual Maintenance Contract for Linkspans, Pontoons and Terminal facilities at Hazira**”.

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 3.52 of general conditions of contract] and signing of the contract for execution of the \_\_\_\_\_ you are hereby instructed to precede with the execution of the said works in accordance with the contract documents. It is hereby notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

**Dy CHIEF ENGINEER (P)**  
**Deendayal Port Authority**

## SPECIMEN CONTRACT AGREEMENT

(to be executed on Rs.500/-non-judicial stamp paper)

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

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

### Between

(1) The Board of Deendayal Port Authority, an autonomous body of the Ministry of PORT, SHIPPING & Waterways of the Government of INDIA, incorporated under the **MAJOR PORT AUTHORITIES ACT, 2021** as amended thereafter, under the laws of India and having its principal place of business at [insert address of port ](hereinafter called "the "Board"/port" ), and

(2) [insert name of the contractor], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called "the contractor")

WHEREAS the employer board invited tenders against tender no.[number] for execution of [tender title and brief description] and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of [insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called "contract price")

AND WHEREAS the contractor agreed to deposit the Security Deposit as follows for the due fulfillment of all the conditions of the contract.

1. 5% of Rs.\_\_\_\_\_ paid in the form of Insurance surety Bond /Bank Guarantee / FDR or Digital mode of payment vide No. \_\_\_\_\_ Dated \_\_\_\_\_ issued by \_\_\_\_\_ (to be submitted in 21 days of issue of LOA).
2. Balance 5% amount of Rs.\_\_\_\_\_ to be recovered from the Running Account Bill.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. the following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
  - (a) This contract agreement;
  - (b) Special conditions of contract;
  - (c) General conditions of contract;
  - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
  - (e) Notice inviting tender;
  - (f) Replies issued to the pre-bid queries, addenda is any issued [numbers and date];

- (g) The contractor's bid and original price and delivery schedules;
- (h) The employer/ board's notification of award;
- (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
- (j) And [add here any other documents]

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnesseth and it is hereby agreed and declared as follows:

**All the disputes related to the subject contract shall be resolved through a conciliation committee / councils comprising of independent subject experts**

- 3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/ BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
- 4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him ad approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
- 5. in consideration of the due provision, execution and completion of work, contractor done hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of [insert name of the contract governing law country] on the day, month and year indicated above.

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

**FORM-8A**

**FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE**

(To be execute on Non-Judicial Stamp paper of Rs:- 300.00 )

(Insurance Surety Bond No. ....)

Date.....

(Name of the Contract)

To:

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

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. [Contractor's Name] .....with its Registered/Head Office at

(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated..... and the same having been acknowledged by the Contractor, for ..... [Contract sum in figures and words] for .....[Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... (\*) ..... of the said value of the aforesaid work under the Contract to the Employer.

We ..... [Name & Address of the Insurance Company]..... having its Head Office at.....(hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of..... (\*) ..... as aforesaid at any time upto .....(@)..... [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till ..... [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to



the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the name ..... of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed.....(+ ).....

ii) This Insurance Surety Bond shall be valid upto.....(+ ).....

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before. ....(@).....

Dated this ..... day off.....20.....at .....

WITNESS

Signed for and on behalf of the Insurance Company

1. ....

(Signature)

.....

(Name)

.....

(Signature)

.....

(Name)

Notes:

1. (\*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable).

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as

well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's Controlling branch/ Head Office along with contact details like telephone no., e-Mail d and full Correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

**FORM 23 A**

Format of Insurance Surety Bond for Earnest Money Deposit  
(To be executed on Non-Judicial Stamp Paper of Rs:- 300.00)  
Insurance Surety Bond No.....  
Date : .....

(Name of Contract)  
To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")  
KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:  
1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.  
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.  
(a) fails or refuses to sign the Contract Agreement when required, or  
(b) fails or refuses to submit the performance security in accordance with the Tender Documents.  
We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the..... (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).  
This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.  
For and on behalf of the Insurance Company

\_\_\_\_\_

in the capacity of

\_\_\_\_\_

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id. Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANESEST MONEY DEPOSIT.**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International

Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/fax numbers with full correspondence address of the issuing Guarantee etc.

3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company

4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.

-

## **SECTION 3**

### **CONDITIONS OF CONTRACT**

## CONDITIONS OF CONTRACT

### A. General

#### 3.1 Definitions

- 3.1.1 Terms which are defined in the Contract Data are not also defined in the Conditions of Contract but keep their defined meanings capital initials are used to identify defined terms.

The Conciliator is the person appointed jointly by the employer and the Contractor to resolve disputes in the first instance as provided for in Clauses 3.24 and 3.25. The names of the adjudicator is defined in the Contract Data.(NOT APPLICABLE)

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid. Compensation Events are those defined in Clause 3.44

**The Completion Date** is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 3.55.1

**The Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 3.2.2 below.**The Contract Data** defines the documents and other information which comprise the Contract.

**The Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by Employer.

**The Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

**The Contract Price** is the stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days, months are calendar months.

**A Defect** is any part of the Works not completed in accordance with the Contract.

**The Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

**The Employer** is the party who will employ the contractor to carry out the Works.

**The Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

**The Initial Contract Price** is the Contract Price listed in the employer's Letter of Acceptance.

**The Intended Completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

**The Site** is the area defined as such in the Contract Data.

Site Investigation Reports are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

**The Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

**A Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

**A Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works.

**The Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

**The Trained Work Person** are those employed/proposed to be employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a program run under the auspices of a University, State Technical Board, Ministry of Government of India.

**Board** – Board of Deendayal Port Authority, an autonomous body incorporated under the Major Port Authorities Act, 2021 as amended from time to time.

**Chairman** means the Chairman of the Board of Deendayal Port Authority.

## **3.2 Interpretation**

- 3.2.1 In interpreting this Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance.

Words have their normal meaning under the language of the Contract instructions clarifying queries about the Conditions of Contract.

1.2.1.1 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).

3.2.2 The documents forming the Contract shall be interpreted in the following order of priority:

1. Agreement
2. Letter of Acceptance and notice to proceed with Works Contractor's Bid.
3. Contract Data
4. Conditions of Contract including Special Conditions of Contract
5. Specifications
6. Drawings
7. Bill of quantities and
8. Any other documents listed in the Contract Data as forming part of the Contract.

**3.3 Language and Law**

3.3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

**3.4 Nodal Officer or his nominee's Decisions**

3.4.1 Except where otherwise specifically stated, the nodal officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

**3.5 Delegation**

3.5.1 The Nodal officer or his nominee may delegate any of the duties and responsibilities to other people except to the Conciliator after notifying the Contractor and may cancel any delegation after notifying the Contractor.

**3.6 Communications**



- 3.6.1. 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).

### **3.7 Joint Venture (Not Applicable)**

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each be allowed to jointly meet the legibility criteria.

Note: JVs/Consortia be allowed in all contracts of estimated cost of more than Rs.5 crores. However, there shall be no limit on the number of partners.

### **3.8 Sub-contracting (NOT APPLICABLE)**

- 3.8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

#### **3.8.2 Other Contractor**

The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as have referred to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

### **3.9 Personnel**

- 3.9.1 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 Nodal Officer or his nominee. The Nodal Officer or his nominee 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.  
**(NOT APPLICABLE)**

- 3.9.2. If the Nodal Officer or his nominee 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.

### **3.10 Employer's and Contractor's Risks**

3.10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

### **3.11 Employers Risks**

3.11.1 The Employers risks are

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent Works are to be executed:
  - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
  - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - (iv) Pressure waves caused by aircraft or other aerial devices traveling at sonic or supersonic speeds; and
  - (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
  - (vi) floods, tornadoes, earthquakes and landslides
- (b) Loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (c) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (d) Any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:

- (i) could not have reasonably foreseen, or
- (ii) Could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.

- A. Prevent loss or damage to physical property from occurring by taking appropriate measures, or

- B. Insure against.

### **3.12 Contractor's risks**

3.12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

### **3.13 Insurance**

3.13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.

- a) Loss of or damage to the Contractors risks.
- b) Loss of or damage to Equipment;
- c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
- d) Personal injury of death.

3.13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

3.13.3. If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

3.13.4. Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

3.13.5. Both parties shall comply with all conditions of the insurance policies.

### **3.14 Site Investigation Reports**

3.14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

#### **3.15.1. Queries about the Contract Data.**

3.15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

### **3.16. Contractor to Construct the Works.**

3.16.1. The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

### **3.17. The Works to Be Completed by the Intended Completion Date.**

3.17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

### **3.18. Approval by the Nodal Officer or his nominee.**

3.18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

3.18.2. The Contractor shall be responsible for design of Temporary Works.

3.18.3. The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

#### **3.18.4. NIL**

3.18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

### **3.19. Safety**

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

### **3.20 Discoveries**

3.20.1 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 Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

**3.21 Possession of the Site(NOT APPLICABLE)**

3.21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

**3.22 Access to the Site**

3.22.1. The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee 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 works.

**3.23. Instructions**

3.23.1. The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.

**3.24. Disputes**

3.24.1. If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.(NOT APPLICABLE)

**3.25. Settlement of Disputes (NOT APPLICABLE)**

3.25.1. If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same

shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

**3.25.2 Decision by Conciliator(NOT APPLICABLE)**

- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliators decision will be final and binding.

**3.25.3. Arbitration(NOT APPLICABLE)**

Any dispute in respect of contracts where party is dissatisfied by the Conciliators decision shall be decided by arbitration as set forth below:

- (i) A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Centre from their panel.
- (ii) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (iii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither

party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.

(iv) If one of the parties fails to appoint its arbitrator in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.

(v) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'

(vi) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.

(vii) All arbitration awards shall be in writing and shall state the reasons for the award.

(viii) Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

**3.26 Replacement of Conciliator(NOT APPLICABLE)**

3.26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract, a new Conciliator will be jointly appointed by the Employer and the Contractor.

In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

**B. TIME CONTROL**  
**3.27 Program**

3.27.1 Within the time stated in the contact data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works alongwith monthly cash flow forecast.

- 3.27.2. An update of the program shall be a program showing the actual progress achieved on the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.
- 3.27.3. The contractor shall submit to the Nodal Officer or his nominees, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.
- 3.27.4. The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.
- 3.28. Extension of the intended completion date.**
- The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost. The nodal officer or his nominee shall decide whether and by how much to extend the intended completion date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information. If the contractor has failed to give early warning of a delay or has failed to cooperate in assessing the new intended completion date.
- 3.29. The Early Warning Provisions shall be as per clause 3.32**
- 3.30. Delays Ordered by the Nodal Officer or his nominee.**
- 3.30.1. The Nodal Officer or his nominee may instruct the contractor to the start or Progress of any activity within the works.
- 3.31. Management Meeting**
- 3.31.1. Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.



3.31.2. The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and state in writing to all attended the meeting.

**3.32. Early warning**

3.32.1. The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion date. The estimates are to be provided by the contractor as soon as reasonably possible.

3.32.2. The contractor shall cooperate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

3.32.3. The Defect Liability period for the contract shall be 12 months from the date issue of completion certificate.

**C. QUALITY CONTROL**

**3.33. Identify Defects**

3.33.1. The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

**3.34. Tests**

3.34.1. If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

**3.35. Correction of Defects**

3.35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability 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.

3.35.2. Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

**3.36. Uncorrected Defects**

3.36.1 If the Contractor has not corrected a Defect within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**D. COST CONTROL**

**3.37. Bill of Quantities**

3.37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.

3.37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**3.38. Changes in the Quantities**

3.38.1. If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (s), to allow for the change, in accordance with Clause 3.40.

3.38.2. The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.

3.38.3. If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is / are abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

**3.39. Variations**

3.39.1 All Variations shall be included in updated programs produced by the Contractor.

**3.40. Payment for Variations**

3.40.1 Variation permitted shall not exceed +25% in quantity of each individual item,

and +10% of the total contract price, within 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.

3.40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:

- i) Rates and prices in Contract, if applicable plus escalation as per contract.
- ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
- iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.

3.40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:

- i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
- ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
- iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.

3.40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.

3.40.5. If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

### **3.41. Cash flow forecasts**

3.41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

### **3.42. Payment Certificates**

3.42.1 The contractors shall submit to the Nodal Officer or his nominee monthly

statements of the estimated value of the work completed less the cumulative amount certified previously.

- 3.42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in respect of materials for the works in the relevant amount and under conditions set forth in sub clause 3.51.6 of the Contract Data (Secured Advance).
- 3.42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 3.42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 3.42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 3.42.6. The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **3.43. Payments**

- 3.43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.  
The payment from 2<sup>nd</sup> bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.
- 3.43.2. 75% of bill amount shall be paid within 14 days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill. **(NOT APPLICABLE)**
- 3.43.3. For delay in payment beyond the periods specified in 3.43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a. as on due date of payment) should be paid. **(NOT APPLICABLE)**
- 3.43.4. Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60 days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the

bill.(**NOT APPLICABLE**)

**3.43.5.** The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.(**NOT APPLICABLE**)

3.43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.(**NOT APPLICABLE**)

**3.43.7.** If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute. (**NOT APPLICABLE**)

3.43.8. Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

**3.44. Compensation Events(NOT APPLICABLE)**

3.44.1. The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- (a) The Employer does not give access to a part of the Site by the site. Possession Date stated in the Contract Date.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders(including the Site Investigation Reports), from information available publicly and form a visual inspection of the site.
- (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required forsafety or other reasons.

- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Date or mentioned in the contract.
- (m) Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

3.44.2. If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

3.44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

### **3.45. Tax (NOT APPLICABLE)**

3.45.1. The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that 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. Any new Taxes, levies, duties imposed after signing the Contract shall be reimbursed by the employer on production of documentary evidence.

### **3.46. Currencies**

3.46.1. All payments shall be made in Indian Rupees unless specifically mentioned.

### **3.47. Price Adjustment. (NOT APPLICABLE)**

3.47.1. Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given.

The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

- (I) Price adjustment for increase or decrease in the cost shall be paid in accordance with the following formula:

$$V = 0.85 \times Q \times R \times [(P - P_o) / P_o]$$

Where,

V = Variation in price on account of Labour/ Diesel/ Cement/ Steel/ All Commodities during the month under consideration.

P<sub>o</sub> = Market rate of Diesel/ Cement/ Steel/ All Commodities on the date of opening of Technical bid. (Consumer Price Index for Labour).

P = Market rate of Diesel/ Cement/ Steel/ All Commodities during the month under consideration. (Consumer Price Index for Labour).

Q = Percentage of Labour/ Diesel/ Cement/ Steel/ All Commodities .

R = Value of work done during the month under consideration.

Note: i) Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in tender document for each component i.e. Labour, Fuel, Cement, Steel, All commodities etc.

#### **3.47.2. NIL**

- 3.47.3. To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

### **SUBSEQUENT LEGISLATION**

If, after the date 28(Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute Stature, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price

and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.

### **3.48. Retention**

- 3.48.1 The employee shall retain from each payment due to the contractor the preparation stated in the contract data until completion of the whole of the works.

3.48.2 Retention money shall be deducted at 5% from each Running Bill, subject to a max. of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

**3.49. Liquidated damages**

3.49 (A) Incase of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

- (i) The owner 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 L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub-clause 3.49.A.
- (ii) The owner, if not satisfied that the works can be completed by the contractor, and in the event of failure on the part of the contractor to complete work with in 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.
- (iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- (iv) In the event of such termination of the contract as described in clauses 3.49A(ii) or 3.49A (iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work completed by other means at the risk and cost of the contractor.
- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions 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. (NOT APPLICABLE).

**Note:** Contract price for LD shall be inclusive of tender price plus taxes and duties.

**3.50. Incentives or Bonus (NOT APPLICABLE)**

For early completion of the contract before the stipulated date of completion of work, an incentive amount @ 0.25% of the contract price may be paid to the Contractor for every fortnight of early completion, subject to a maximum cap of 5% of the contract price. The Port, if satisfied, that the works can be completed



by the Contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the Contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.”

**3.51. Advance payment Mobilization Advance (Not Applicable)**

- a) The Mobilization advance shall not be sanctioned in less than two installments. The second installment is sanctioned only after proper utilization of advance disbursed in first phase and a certification to this effect by E-I-C.
- b) The advance shall be limited to 10% of tendered amount.
- c) Interest free advance shall not be granted. Rate of Interest shall be SBI Lending Rate + 2%.
- d) The mobilization advance shall be released only after obtaining a bank Guarantee bond from a nationalized bank for 110 % ( as per latest cvc directions) of amount of advance to be released and valid for the contract period. This shall be kept renewed time to time to cover the balance amount and likely period to complete recovery together with interest.
- e) The original bank guarantee should be received by DPA directly from the issuing authority by Registered Post [AD]. However, in exceptional cases, where the guarantee is handed over to the customer for any genuine reasons, the branch should immediately send by Registered Post [AD] an unstamped by the E-I-C.
- f) The interest on the advance shall be calculated from the date of payment to the date of recovery, both days inclusive.
- g) It shall be ensured that at any point of time, Bank Guarantee is available for the amount of outstanding advance.
- h) The recovery should be commenced after 10% of work is completed and the entire amount together with interest shall be recovered by the time 80% of the work is completed. However, the interest recovery shall be effected immediately from the 1st release of payments towards execution of the work.
- i) If the contractor fails to achieve the targeted progress at the end of 50% of time period the mobilization advance may be recovered by encasing the bank guarantee, provided no hindrance/delay was caused by the department.

**3.52. Performance Security**

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

- 3.52.1 Security Deposit/ Performance guarantee shall be 10% of Contract price of which 5% of contract price should be submitted as Insurance Surety Bond or FDR or Bank Guarantee of Nationalized/scheduled bank (except Co-operative) Banks having its branch at Gandhidham, or Digital transfer within (21 days in case of domestics bid

and within 28 days in case of global bids) of receipt of letter of acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of work & Payment of welfare cess for final bill

- 3.52.2 Failure of the successful Bidder to comply with the requirements of Sub-Clause 34.1 shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid security.
- 3.52.3 The documentary evidence (copy of paid Challan in Govt. 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.
- 3.52.4 It is the responsibility of the concerned department to ensure that the BG should remain valid for a Period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the concerned contractor, including Defect Liability Periods

**3.53. NIL**

**3.54. Cost of Repairs**

- 3.54.1 Loss or damage to the works or materials to be incorporated in the works between the start date and the end of the defects correction period shall be remedied by the Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions.

**E. FINISHING THE CONTRACT**

**3.54. Completion**

- 3.55.1 After completion of the work, the contractor will serve a written notice to the Nodal Officer or his Nominee/Employer to this effect. The Nodal officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as “completion Certificate”.

**3.56. Taking over**

- 3.56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.

**3.57. Final Account**

- 3.57.1. The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor.

If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominee shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

**3.58. Operating and Maintenance Manuals**

- 3.58.1. If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 3.58.2. If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

**3.59. Termination**

- 3.59.1. The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 3.59.2. Fundamental breaches of contract include, but shall not be limited to the following:
- (a) The contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
  - (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
  - (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer

to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.

- (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
- (f) The contractor does not maintain a security which is required.
- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) 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.
- (i) If the contractor has contravened clause 1.37 and clause 3.9 of condition of contract.

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action of 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".

3.59.3. When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub Clause.

3.59.2 above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

3.59.4. Notwithstanding the above, the employer may terminate the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

3.59.5. 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.

### **3.60 Payment upon Termination**

3.60.1. If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the

certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data. Additional liquidated damage shall not apply if the total amount due to the employers exceeds any payment due to the contractor, the difference shall be payable to the employer.

- 3.60.2. If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

**3.61. Property**

- 3.61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

**3.62. Release from Performance**

- 3.62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

**3.63. NIL**

**F. SPECIAL CONDITIONS OF CONTRACT**

**1. 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.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee 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 Nodal Officer or his nominee may require.

## **2. COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub-contractors shall abide at all times by all existing labour enactment and rules made there under, regulations, Notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below.

The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules /regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

### **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- (a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years' service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:

Pension to family pension retirement or death, as the case may be. (ii) Deposit linked insurance on the death in harness of the worker, (iii) payment of P.F accumulation on retirement/death etc.

- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labor.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.
- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal

and what are the requirements for laying off or retrenching the employees or closing down the establishment.

(k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.

(l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have beencertain immunities from civil and criminal liabilities.

(m) Child Labor (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labor is prohibited in Building and Construction Industry.

(n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-

The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.

(o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.



(p) Factories Act 1948:- The Act lays down the procedure for approval at plans before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

**Contractor**

**DY CHIEF ENGINEER (P)  
DEENDAYAL PORT AUTHORITY**

**SECTION 4**

**CONTRACT DATA**

## CONTRACT DATA

Items marked "N/A does not apply in this contract.

The following documents are also part of the contract clause reference (Not Applicable)

The schedule of other contractors (3.8)

The schedule of key personnel (3.9)

The above insertions should correspond to the information provided in the invitation of bids.

The employer is

Chairman,

DEENDAYAL PORT AUTHORITY, KANDLA.

Address: A.O.Building, P.O. Box No. 50, Gandhidham.

Employer's authorized representative is Chief Engineer DEENDAYAL PORT AUTHORITY, KANDLA.

The nodal officer or his nominee is DY CHIEF ENGINEER (P) / SUPERINTENDING Engineer

ANNEXE, A.O. BLD.

GANDHIDHAM - 370201,

Dist. - Kutch (Gujarat)

Nodal officer's authorized representative is AXEN / AE

The conciliator appointed jointly by the employer and contractor is: **(Not Applicable)**

Name: - **Not Applicable**

Address: - **Not Applicable**

The name and identification number of the contract is **"Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Hazira"**

The works consist of **"Annual maintenance contract for Linkspans, Pontoons and Terminal facilities at Hazira"**

The start date shall be \_\_\_\_\_

The intended completion date for the whole of the work is **24 months and extendable for one year on same terms and conditions by mutual consent.**

The following documents also form part of the contract

The contractor shall submit a program for the works immediately after delivery of the letter of acceptance.

The site possession dates shall be given after the award of work.

The defect liability period is 12 Months (3.35)

The minimum insurance cover for physical property, injury and death is Rs.20.00 lakhs per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

Appointing authority for the Arbitrator is Chairman, DPA.

The following events shall also be Compensation Events. (3.44)

- 1. The Employer terminates the Contract from his convenience.
- 2. \_\_\_\_\_.
- 3. \_\_\_\_\_.
- 4. \_\_\_\_\_.

The period between programme updates shall be 15 days. (3.27)

The amount to be withheld for late submission of an updated programme shall be Rs. 5000/- (3.27)

The language of the contract documents is English (3.3)

The law, which applies to the contract, is law of Union of India (3.3)

The currency of the contract is Indian rupees (3.46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (3.25)

Appointing authority for the Arbitrator is Chairman, DPA.

Escalation is Payable for contracts as per clause no. 47 of section – 3, subjected to special condition provision.(NOT APPLICABLE)

## **SECTION 5**

### **SPECIFICATIONS AND SPECIAL CONDITIONS**

## **SPECIFICATIONS AND SPECIAL CONDITIONS**

- The conditions of contract of section 1 to 4 (hereinafter called as the General conditions) modified or added to by the following part i.e. Section-5, conditions of particular application which shall be read and construed with the General Conditions as if they were incorporated there within so far as any of the conditions of particular application may conflict or be inconsistent with any of the General Conditions, particular Section-5 shall prevail.

### **5.0 Technical Specifications for Tender Item No. 76**

#### **5.1 Introduction**

Ro-Ro ferry service between Hazira and Ghogha has reduced the travel time between these two destinations by about 9 hours. This has been achieved by installing the link spans on both ends making the Ro-Ro vessel to come alongside pontoon at any time of the day. Prior installation of Link Spans, the Ro-Ro service was limited due to huge tidal variations. Low water at the jetties prevented Ro-Ro vessels to come alongside. Installation of link span on the floating pontoon (secured by anchors) eliminated the limitations of getting the Ro-Ro vessels alongside only during low tide.

#### **5.2 Structure and design of Link Span assembly**

Linkspan necessarily is a bridge between the jetty (fixed) and pontoon (floating), weighing about 150 MT, facilitating the movement of passengers and trucks/trailers from jetty to pontoon to Ro-Ro vessel and from Ro-Ro vessel to jetty. Jetty end of the link span is fulcrumed on the bearing fixed on the jetty. Similarly, pontoon end is fulcrumed on the bearing fixed on the pontoon. This provides freedom for the link span to move up and down with tide variation. Pontoon, having ballast and void tanks, is ballasted as per the calculation to keep it even keel. Pontoon is a structure made up of mild steel with tanks in the nested fashion to keep it buoyant and even keel. Combination of Pontoon (structure), link span and bearings make the Ro-Ro service a reality at all times. These structures are very critical and are required to be maintained at all times.

#### **5.3 Maintenance Philosophy**

All the structures are made of Mild Steel and exposed to salty conditions. In order to increase the life and longevity of the link span assembly, it becomes pertinent to have a Planned Maintenance Philosophy in place which maintains, monitors and executes remedial measures so that not only the life of passengers is not put at risk but also the availability of services unhindered.

Majorly, following parameters are to be taken care of in order to achieve above adjective of link span.

#### **5.4 Maintenance of structure**

Application of proper paint scheme, Derusting of exposed spots and application of paint regularly, UTG of the metallic structure especially pontoon and pontoon tanks, regular

survey by Class Surveyor, maintenance of bearings (degreasing, regreasing). To carry out regular maintenance on the structure, a skilled team of minimum 2 personnel will be on site to offer 24 x 7.

## **5.5 Monitoring of Tanks**

Landing of vehicles and berthing of vessels on the pontoon is a critical activity and water level in the tanks plays a pivotal role in maintaining the even keel during landing and berthing activities. It, thus becomes very important to monitor the tank level at all times without opening the hatches. Tank Level Monitoring system with remote display will have to be in place to monitor the tank level and record the parameters for future use. The system also needs to cater for providing alarms in case the water level is changed drastically due to breach in the tanks.

## **5.6 Safe berthing and landing**

The most critical activity on the link span is safe berthing of vessel and landing of heavy vehicles from and to the vessel. All these activities must be monitored and remedial action taken in case of noncompliance so that there is no damage to the structure. In order to have a round the clock monitoring, CCTV with infrared cameras will have to be installed at at least 4 places so that all the activities are covered. The feed of the cameras will be available in the control station through a Wi-Fi link for monitoring at all times. The feed will also be recorded for future use.

## **5.7 Maintenance Routines at each site**

A strict maintenance regime needs to be followed and recorded to increase the life of link span assembly and provide long service. As mentioned above, a skilled team of 2-3 personnel will be positioned round the clock during the contracted maintenance period. A regime, as under, will be followed by them and recorded. The recorded log will be put up to the authorities as nominated by the DPA once in 15 days for scrutiny and course correction, if any.

## **5.8 Daily maintenance routines**

- Monitoring of water level in tanks
- Monitoring of safe landing of vehicles and berthing
- Physical checks on the link span and pontoon
- Derusting on exposed structures (paint peeled off) and application of approved paint scheme
- Physical checks on hatches, covers, sounding pipes on pontoon
- Physical checks on air vents and ball mechanism
- Physical Checks on bearings (hinges on both ends)

## **5.9 Weekly routines**

- In addition to Daily maintenance routines, the following checks/actions will be undertaken by team on weekly basis
- Physical checks on internal condition of void spaces
- Physical checks on condition of hatch covers, rubber gasket
- Physical and operational checks on ballast/fire pump
- Physical and operational checks on generator
- Physical checks on Life Saving Appliances and firefighting appliances
- Physical checks on condition of bottom of link span
- Physical checks on link span cross members and repair if any
- Greasing on both end bearings
- Physical checks on dolphin guides
- Physical checks on flaps at both ends
- \*Every two weeks, maintenance and repair records to be submitted for review by DPA nominated authority and authenticated.

### **5.10 Monthly routines**

In addition, in addition to Daily + weekly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

- Checks on ballast tanks. Routine to be undertaken in a way so as to cover all tanks in the month
- Routines on void spaces
- Physical checks on the anodes (during low waters)
- Physical checks on the fendering system
- Maintenance on air vents and ball mechanism
- Maintenance on flaps on both ends

### **5.11 Quarterly routines**

In addition to Daily + weekly + monthly maintenance routines, the following checks/actions will be undertaken by team on quarterly basis

- IRS Visit for general examination and remedial measures if any observations are recorded.
- Cleaning of sea growth if any during low water using wire brush ensuring that the paint is not peeled off.
- Inspection by the paint representative for condition of paint. DFT would be recorded.

### **5.12 Half Yearly routines**

In addition to Daily + weekly + monthly + quarterly maintenance routines, the following checks/actions will be undertaken by team on half yearly basis

- Maintenance of ballast pump
- Maintenance of generator on pontoon



- Replacement of anodes if consumed more than 50%
- Check of Paint condition in tanks by Paint representative in presence of surveyor and touch up scheme to be applied if required
- Maintenance and painting of dolphin guides
- UTG of pontoon deck and link span. Repair if any to be carried out as per surveyor's recommendation

### 5.13 Yearly routines

In addition to Daily + weekly + monthly + quarterly + yearly maintenance routines, the following checks/actions will be undertaken by team on monthly basis

Annual survey which will encompass

- UTG of entire structure
- Inspection of underwater area using underwater camera
- Application of paint scheme as per paint representative recommendation
- Service of LSA and Firefighting equipment’s

**\*\* Prior to commencement of contract, all the existing Maintenance and inspection records are to be shared with the AMC Contractor for reference.**

### 5.14 Scope of work of agency for Linkspan and Pontoon at Hazira

Operation and Maintenance Philosophy: to keep Operational Ropax equipment at all the time that enable to provide uninterrupted services. It broadly includes monitoring/ checking/ maintain/ preventive measures/ action and maintenance/ repairs activities under different schedule/ time line as per below:

Sr. No.	Scope of Work
<b>(A)</b>	<b>Linkspan-Pontoon:</b>
1	Provide competent technical supervisors round the clock .
2	Water levels in the tanks and accordingly Ballasting/ De-ballasting of pontoon including fresh water supply, fuel supply to keep Pontoon clean.
3	Draft and free board of Pontoon.
4	Void and free conditions.

Sr. No.	Scope of Work
5	Crash barriers with their fastenings.
6	Greasing/painting dolphin guide structure.
7	Yoke assembly with their fasteners and weld joints, Bank seat bearings and tighten/replace the same as and when required.
8	Fender systems of pontoon.
9	Flaps at both ends with their bearings.
10	Lifesaving appliance on Pontoon and Linkspan.
11	Monitoring of Vehicular movements on Linkspan.
12	Installation and surveillance of CCTV cameras on Linkspan/ Pontoon and Mooring dolphin to cover activities on and around them.
13	Ballast pumps, generator to keep operations all times.
14	Monitoring and movement of YIKE structure assembly complete in all respect including their Rubber pads, bolts, weld joints etc., and replace/take corrective measures in advance to continue unhindered operation.
15	NDT of Pontoon and Linkspan weld joints other vulnerable areas. Repairs to be carried out under Surveyor's requirements.
16	Painting of Ro-Ro equipment as and when required.
17	Manhole covers, air vents, soundings plugs and pipes etc.
18	Greasing and oiling all moving parts of Linkspan and Pontoon and their flap pins/ bearings complete in all respect such as YOKE pads and piles, bank seat bearing.
19	Providing skilled/ Semi-skilled/unskilled workers.
20	Providing tools, tackles, and necessary jigs and fixtures.
21	Providing cranes of capacity as per job requirements.
22	Providing spares, hardware, steel plates and other material.
23	Logistic support for the above work
24	Consumables grease, oil etc.
25(a)	<p>Monitoring Linkspan and Pontoon Operation:</p> <p>i. Under different Loading Conditions.</p> <p>ii. Environmental factors such as tides, waves, winds, etc.</p>

Sr. No.	Scope of Work
25(b)	Monitoring water depth in and around Pontoon areas.
25(c)	Implementation of damage control plan
25(c)	i. Rescue of Pontoon by sling wires or any other means.
25(c)	ii. Ballasting/ De-ballasting of Pontoon in case of water ingress in Pontoon due to any damages.
25(c)	Conducting mock drill for damage control-quarterly.
25(d)	Hiring of floating crane barge of require capacity
25(e)	Hiring of Hydra Crane/other shore crane of suitable capacity.
25(f)	Hiring of drivers.
25(g)	Under water inspection of pontoon
26	Daily/weekly/monthly operation and maintenance report.
27	i. Review of Present Ro-Ro equipment system- Brand Marine Consultant. ii. Study of motions of Ropax Equipment-M/S SIRI Marine. iii. Design modification of pontoon and its
B)	<b>Fire Fighting System:</b> It broadly includes various monitoring/checking/maintain/preventive measure/action and maintenance/repairs activities under different schedule/time line. 1. Diesel Fire pump, Electrical Pump and jockey Pumps. 2. Checking Water in Water Sump for fire frightening. 3. Maintain adequate diesel storage. 4. Servicing of All Valves, i.e. fire Hydrant, 4-way valves, NRVs etc. 5. Dry batteries. 6. Flexible Hoses and Hose Box. 7. All pressure gauges. 8. Fire Detectors and their alarms in MTB and admin Building. 9. Servicing of Fire Extinguishers
28	Conducting Mock Drill-Quarterly

- 5.15
Work is to be carried out as per detailed specification laid down in IS specification, Latest IRC standard, and CPWD manual however the provisions made in contract documents shall prevail.
- 5.16
In case of items where no specifications are defined under IS, MOST or CPWD manual or GMB SOR or tender document superior quality of material available in market shall be applicable.
- 5.17
(1) The following clauses of the INSTRUCTION TO THE BIDDERS (Section– I) will not be applicable.

Clause 1.4.1. (c), Clause1.4.1(d), Clause 1.4.1(e), Clause 1.4.1(g),  
Clause 1.4.2(d), Clause 1.4.2(e), Clause 1.4.2(j), & Clause 1.4.2(k),  
Clause 1.4.3 (iv), Clause 1.4.4, Clause 1.4.5  
Clause 1.5.2 (Joint venture), Clause 1.8.2 (Bidding documents)  
Clause 1.9.2, Clause 1.13.2  
Clause 1.19.1, 1.19.2 (sealing and marking of bids)  
Clause 1.22.2& 1.22.5 (Modification of withdrawal of Bid)

Clause 1.23.2, 1.23.3 (Withdrawal)  
Clause 1.27.1, 1.27.2 (Correction of errors)  
Clause 1.34 (Advance Payment),  
Clause 1.35.1 (Conciliator)

- (2) Following clauses of Section-2 are not applicable: -  
(a) The clauses C, D & G of the SPECIMEN FOR FORM OF BID  
(b) Advance Payment and Appointment of Conciliator in 'CONTRACTOR'S BID'  
(c) Sr. no. 5, 6, & 7 of 'Pre-Qualification of bidders'  
(d) **FORM 23 A** (Format of Insurance Surety Bond for Earnest Money Deposit)
- (3) Following clauses of the CONDITION OF CONTRACT (Section-III) will not be applicable: -  
Para 2 of Clause 3.1.1 regarding appointment of Conciliator  
Clause 3.7 (Joint Venture)  
Clause 3.8.1 (Sub-contracting),  
Clause 3.9.1  
Clause 3.21.1 (Possession of site)  
Clause 3.24.1 (Disputes)  
Clause 3.25.1, 3.25.2, 3.25.3 (Settlement of disputes, decision by Conciliation, Arbitration)  
Clause 3.26.1 (Replacement of Conciliator),  
Clause 3.43.2, 3.43.3, 3.43.4, 3.43.5, 3.43.6, 3.43.7  
Clause 3.44.1, 3.44.2, 3.44.3 (Compensation events)  
Clause 3.45 (Tax)  
Clause 3.47 (price adjustment)  
Clause 3.49(vi)  
Clause 3.50 (Incentive or Bonus)  
Clause 3.51 (Advance payment)

**5.18** Following clauses of Section-4 & Section-8 are not applicable: -

- a) The schedule of other contracts, the schedule of Key personnel and Conciliator is not applicable under Contract Data of (section – 4)
- b) The form for Dispute Review Board Agreement (section – 8)
- c) Form of Exception & Deviations (section-8).
- d) The form for specimen bank guarantee for Stage payment (section – 8)
- e) Specimen EMD Bank Guarantee format (Section – 8).

**5.19** The work to be performed under the scope of this specification shall broadly include:

- Civil Work which includes, CC work, RCC work, New and old painting to civil assets and repairs to existing structures.
- Road work.
- Repairing to the steel structures and replacement of steel work wherever necessary. Painting on new and old steelwork.

Some indication of nature and extent of the works have been given on the drawings and those are preliminary only. Drawings showing complete nature and extent of the works will be furnished to the Contractor progressively during the execution of the work. Quantities indicated in the Schedule of Items are tentative and are subject to change. All items of work shall be executed in accordance with the relevant specification annexed thereto and the provisions of the contract.

- 5.20** Only vehicles permitted by the Board will be allowed inside the Port premises. Admission to the Port premises of men and vehicles is regulated by rules and regulations of the Port Authority in force from time to time and any passes, tokens, permits or licenses for his workmen vehicles or plant will have to be obtained by the Contractor from the Security Officer/C.I.S.F. of the Port Authority directly by making necessary deposits or payments for the same if any.
- 5.21** The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per IS. Requirement. The charges shall be borne by the contractor.
- 5.22** The cement concrete solid blocks, machine made required for the work, shall be got tested from the port laboratory as directed or any Government approved laboratory. The Contractor shall make available the number of blocks so required for testing of solid blocks and the strength shall not be less than 40 Kg/cm<sup>2</sup>. The charges shall be borne by the contractor
- 5.23 Force Majure** - This will be restricted to natural calamities and acts of God only.
- 5.24** The flooring works are to be finished with neeru (cement slurry) without any extra cost.
- 5.25** All the royalties of the materials, quarry fees, octroi, charges, sales tax etc. are payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges.
- 5.26 POST TENDER MODIFICATION: -**  
The Tenderers are not expected to make any post tender modification. Hence, the tenderers should not make any correspondence regarding the tender after submission of the same on due date and time. No cognizance of any correspondence shall be taken and if Tenderers persists with the same necessary action will be initiated against him. All the tenders received on or before the due date and time shall be opened, if otherwise found in order.
- 5.27** To the limited extent and availability that can conveniently be spared by the Board from time to time electric power for lighting and operation of the plant of the contractor can be had from the Board as per Rules & Regulations in force from time to time. The contractor shall draw his needs thereafter at own expenses in the manner approved by the Nodal Officer or his nominee. The Board will recover charges of electricity current consumed by the contraction supplied through Port together with meter rents at the rates fixed by the Board from time to time. The electricity to be paid on this charges shall be borne by the Contractor. Nothing extra shall be account. The electric supply is subject to Board's rules and regulations and convenience as regards shut down for repairs and overhauls of Board's electric system. The contractor shall not claim any damages for stoppages or shortages in current supply for any reasons whatsoever. The contractor has also to install his own generator etc. at his own cost and risk to meet with his full requirement of electric power.
- 5.28** The contractor shall have to make good all damages done by him to structure nearby while executing the work and no extra payment shall be made to him on that account.

- 5.29** A Site Order book is to be maintained by the contractor at the site of work. Order and instructions written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry promptly in the order book as a token of having seen the same. The order book shall be the property of the board and shall be handed over to the Nodal Officer or his nominee of the work in good condition on the completion of the work or whenever required by the Nodal Officer or his nominee.
- 5.30** The Contractor shall deposit / store any materials in such a way so as not to cause inconvenience to the employees / workers engaged on the Port activities and to nearby activities.
- 5.31** The stamp paper of requisite value shall be furnished by the contractor within 10 days from the date of issue of letter of acceptance, failing which he will not be permitted to start the work.
- 5.32** The value of the stamps to be affixed on the agreement shall be of appropriate value prescribed for bond as per latest provision of law enforced on the date of execution contract same shall be borne by the Contractor. However, if the contractor furnishes G. P. Notes or approved guarantees in respect of part of security deposit, the stamp duty chargeable for the amount shall be as prescribed for agreements and payable in accordance with latest provision by law in force at the time of execution of the contract. All the cost of the stamp duty shall be borne by the Contractor.
- 5.33** For execution of work, contractor may be permitted to construct temporary offices, store, labour room toilet etc. at his own cost along with necessary letter / drawing for the permission in written. Nothing will be paid for these purpose and before handing over the site on completion of the work, the contractor has to dismantle all these temporary structure erected by him. Completion certificate will be issued only after compliance of above aspects.
- 5.34** The contractor shall take necessary precautions and prevent the falling of sparks in the seawater while carrying out the work of cutting / welding. In case of any leakages / escape of gas from vessel / flexible line etc. all the work shall be stopped immediately and co-operate the Fire Brigade personnel. It is further clarified that the suitable extension of time shall be granted to Contractor for completion of work on account of such stoppage without any compensation and idle charges. No claims / disputes shall be entertained on that account.
- 5.35** All the works until handed over to the Nodal Officer or his nominee shall stand at the risk of the contractor who shall be responsible to make good at his own cost all the losses and damage caused by or due to fires, weather, tides or any other reasons. The contractor shall hand over at the time of completion of work the work in good order and conditions and in conformity in every respect with the requirements of the contract and instructions of the Nodal Officer or his nominee.

**5.36 GST REGISTRATION**

The GST Registration No. should be invariably mentioned in the bid tender quotation failing which bid / tender quotation will be considered as non - responsive and be liable for discharge.

**5.37 GOODS & SERVICE (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 Act, 2017. The contractor should have valid GST registration No., to become eligible for participating in the bid. The TDS on GST as per the applicability will be deducted.

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

Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 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 the DPA and therefore same shall be recovered from the payment/deposit of the Contractor/service provider/supplier.

#### **5.38 INCOME TAX DEDUCTIONS FROM BILLS**

Income tax and surcharge as applicable shall be deducted at source by Deendayal Port Authority in accordance with Income Tax act and in accordance with instruction issued by Tax Authorities on this behalf from time to time for this TDS certificate will be given.

- 5.40 During the execution of work, if dewatering is required the same is to be done by the Contractor at his own cost and no claim on this account shall be entertained.

#### **5.41 ARBITRATION**

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in 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 what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, order or to the condition or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after shall be referred to the Chairman for sole arbitration by himself or by any Office appointed by him.
- (ii) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.

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

- (iii) It is also a term of the contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (iv) It is a term of the contract that only such question and disputes as were raised during progress of 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 parties during the guarantee period after completion of the work.
- (v) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amounts of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

- (vi) It is also a term of the contract that if the contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Nodal officer or his nominee that the final bill is ready for payment, the claim of the contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (vii) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (viii) The award of the arbitrator shall be final, conclusive and binding on all the parties to the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause.
- (xi) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (xii) It is also a term of the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (xiii) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion”.

#### **5.42 SETTING OUT**

The Contractor shall be responsible for the true and proper setting out of the "Works" and the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection herewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Contractor shall immediately notify the Nodal Officer or his nominee who will direct the Contractor in what way the work shall be carried out and the Contractor, on being required to do so by the Nodal Officer shall at his own expense rectify such error to the satisfaction of the Nodal Officer or his nominee at any stage of the work or the checking of any setting out or any line or level by the Nodal Officer or his nominee shall not in any way relieve the Contractor of his obligations under the contract.

The Contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works.

#### **5.43 PATENT RIGHTS & ROYALTIES**

The Contractor shall hold the Board, its officers, agents and employees absolved (or blameless) from liabilities of any other nature of kind on account of copyright or copyright composition, secret process, patented or unpatented inventions, article or appliances manufactured or used in the performance of this contract including their use by the Board unless otherwise specifically stipulated in this contract.

#### **5.44 NIGHT AND HOLIDAY WORK**

The contractor shall be allowed to execute the work round the clock on all days except for declared closed holidays by the Port.

#### **5.45 NOTICE OF ADDRESS**



The Contractor shall notify in writing to the Nodal Officer an address at Hazira for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the contractors last known address.

**5.46 SALVAGE OF LOST MATERIALS**

If any pile, structural of the staging and of works or dismantled materials fall down into the creek during the execution and guarantee period, which are likely to create any obstruction (the decision of the "Nodal Officer shall be final to the safe navigation of the ships and/or port craft), the Contractor shall remove such obstacles at his own costs.

**5.47 MOORING PRECAUTIONS**

The barges and floating crafts, if employed by the contractor, shall be provided with adequate mooring at the site of work. All necessary precautions shall be observed to protect the works and the existing structures from being damaged by such floating craft. The floating crafts like tugs, barges, launches, etc. brought by contractor be exempted from any port charges. However, the contractor is required to comply with all statutory regulations and instructions issued by the Nodal Officer, DPA at his own cost.

5.48 The contractor has to arrange for required crafts like floating tank, jolly boat etc. at his cost for carrying out the work at underneath portion as directed by Nodal Officer or his nominee.

5.49 Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Nodal Officer or his nominee c.c. cover block should be well cured for at least seven days before use. No stones or kapchi has to be used instead of cover blocks.

5.50 The welding of structural member Reinforcement shall be done with the best standard of workmanship and strictly in conformity with the requirement laid down in the relevant I.S. code.

5.51 Since some work is required to be carried out under tidal condition in jetty and it will be necessary for the contractor to provide insurance cover to his workers and his staff.

**5.52 PLANT**

The contractor shall be responsible for the supply, use and maintenance of all construction plant and equipment and he shall ensure that it is suitable for the work and is maintained in such a manner as to ensure its efficient working. The Nodal Officer or his nominee may direct that plant which is not efficient and is prejudicial to the quality of the work be removed from the site and replaced by plant to his satisfaction.

**5.53 QUALIFIED PERSONNEL**

Fully qualified and experienced concrete quality control Engineers shall be employed by the Contractor and shall be available on site at all times when important work is taking

place. Operators for mechanical vibrators, mixers and foreman in charge of placing of concrete shall be fully trained and experienced in their classes of work.

**5.54 CLASS OF CONCRETE**

All the requirements of each Class of concrete for all RCC works shall be as per IS-2911 & 4651 & 456.

**5.55 FAULTY WORK**

Faulty work due to any reason shall be demolished and re-constructed by the Contractor at his own cost.

**5.56 LABOUR**

The Contractor shall maintain at the site qualified and experienced foremen and necessary gangs of trained workmen experienced in all civil and steel structure work.

**5.57 CEMENT MORTAR**

The proportions by weight of cement to fine aggregate in mortar shall be as shown on the Drawings or as otherwise directed. The mortar shall be thoroughly mixed with just sufficient water to make a homogeneous and Workable mix.

The use of plasticizers or other additives will not be permitted without the prior approval of the Nodal Officer or his nominee and the Contractor shall carry out at his own cost such tests on additive as the Nodal Officer or his nominee may direct. Mortar shall be used within half an hour of adding the water to the dry ingredients.

**5.58 SHUTTERING AND FORMWORK**

**5.58.1 GENERAL**

All shuttering and support required for construction of concrete works shall be designed by the contractor. Shuttering shall be of steel plates or plywood.

**5.58.2 FIXING**

The contractor shall fix all the form work in perfect alignment. The form work shall be securely braced so as to be able to withstand without appreciable displacement, deflection or movement of any kind, weight of the constitution or movement of persons, material and plant. All the joints should be watertight to prevent leakage of cement slurry from the concrete. Wedges and clamps are to be used wherever practicable.

**5.58.3 REMOVING**

Forms or shuttering shall not be disturbed until the concrete has sufficiently hardened. The proper time for removal of form work shall be in accordance with IS-456-2000 or as directed by Nodal Officer or his nominee.

**5.58.4 FINISH / ALIGNMENT**

Shuttering shall be such as to produce a first class fair face on the concrete free from board marks or any other disfigurements, and shall be used for all surfaces exposed and unexposed. All shuttering is to be aligned within a tolerance of 3 mm.

**5.59 PREPARATION FOR CONCRETING**

Before any concreting is commenced, shuttering and centering shall be carefully examined and the space to be occupied by the pour, thoroughly be cleaned out. The inside of shuttering shall be treated with a coating of an approved substance to obviate adhesion and where necessary to prevent absorption from the concrete, the shuttering shall be thoroughly wetted shortly before concreting is commenced.'

**5.60 CONTRACTOR'S RESPONSIBILITY**

Any, damage resulting from premature removal of shuttering or from any other cause shall be made good by the Contractor at his own expense.

**5.61 BENDING REINFORCEMENT**

Bending of reinforcement shall strictly be in accordance with the approved drawings, or IS: 2502 or as ordered by the Nodal Officer or his nominee. No reinforcement bar shall be bent when in position without the approval of the Nodal Officer or his nominee, whether or not it is partly embedded in the hard concrete.

**5.62 BINDING WIRE**

All bars shall be bound tightly together where they cross, with annealed steel wire 1.5 mm in diameter. The free ends of the binding wire shall be bent inwards.

**5.63 PLACING AND FIXING**

All types of reinforcement shall be correctly placed and fixed in position entirely to the satisfaction of the Nodal Officer or his nominee. The cost of providing tying wire as well as space blocks rods shall be deemed to be covered in the rate for reinforcement steel.

**5.64 WATCHING & LIGHTING**

The contractor shall in connection with the works, provide and maintain at his own expenses, all lights, guards, fencing and watching whether on shore or afloat when and where necessary or as required by the Nodal Officer or his nominee or by any Competent Statutory or other authority for preparation of works or for the safety and convenience of the public or others.

**5.65 AMENDMENTS**

The Board may, from time to time, add to or amend the regulation and on any question regarding the application, interpretation or effect of these regulation the decision of the Chief Labour Commissioner or Deputy Chief Labour commissioner of the Government of India or any other person authorized by the Board in that behalf shall be final.

**5.66 INFLAMMABLE STORES**

The contractor is to comply with all local regulation in respect of safe storage of all inflammable stores, explosive or other materials involving risk to third parties and is to take all precautions required in the transport and use of such materials. The contractor is to submit to the Nodal Officer or his nominee for approval all drawings and documents required for the sanctioning of storage sheds or other accommodation and is to build all such storage to the proper requirement at his cost.

**5.67 PAINTS**

All Epoxy paints/ primers, synthetic paints and distempers, water proofing paint etc. used on the works shall be approved by the Nodal Officer or his nominee. Test certificates on, covering capacity dry film thickness and viscosity and drying time may be required.

5.68 All the labour acts, rules and regulations in force from time to time are to be followed by the contractor and the contractor has to obtained License/Registration from the Assistant Labour Commissioner (C), as per rules, during the course of execution of work.

5.69 The provision in special conditions which form a part of the contract shall have precedence over those specified in Conditions of Contract in case of diversity, if any.

5.70 The tenders with any conditions or inscription in Schedule "B" or enclosure are liable to be summarily rejected. Errors, over writings and corrections are not permitted in tender and, if any, shall be neatly scored out and duly attested.

5.71 LOI intimating the contractor about the proposed acceptance of tender will be issued by the Chief Engineer. The tender agreement in approved form bearing the stamp of required value shall be executed by the Chairman on behalf of the Board, having common seal of the Board. The final acceptance letter shall be issued by the Chief Engineer on non-judicial stamp paper of Rs.50/- which is to be borne by the contractor. In case, the contractor desires to have the duplicate copy of the acceptance letter, he shall have to pay an additional amount of Rs.20/- only.

- 5.72 The contractor shall have to ensure various statutory deductions as stipulated under different labour laws/acts.
- 5.73 The work shall be carried out in accordance with the best standards of work-man ship and to entire satisfaction of Engineer-in-Charge.
- 5.74 The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- 5.75 All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- 5.76 For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- 5.77 The notes and data furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids, coefficient of painting etc. of the materials.
- 5.78 Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.
- 5.79 All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- 5.80 Unless otherwise provided none of the permanent works shall be carried out during night, Sundays or authorized holidays without the permission in writing, however when the work is unavoidable or necessary for the safety of life, properties or works the contractor shall take necessary action immediately and inform the Deputy Chief Engineer accordingly.
- 5.81 The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- 5.82 All the tools, plants, scaffolding, ladder etc. and other machinery etc. required for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- 5.83 The contractor has to make his own arrangement for the storage of materials at site or work.
- 5.84 Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
- 5.85 The temporary electrical connection if required for the work shall be arranged by the contractor from nearby at his own cost.
- 5.86 The contractor shall have to make his own arrangement for potable water required for the work.
- 5.87 The tender documents submitted by the contractor and correspondence exchanged between him and Deendayal Port Authority prior to the acceptance of tender and thereafter shall form part of an agreement even though formal agreement duly signed is

not executed.

- 5.88 While evaluating tenders' regards should be paid to National Defense and Security Condition.
- 5.89 Income Tax at applicable rate and surcharge as applicable on the payment to contractor will be deducted from the payment and only net amount shall be paid for as directed by the Central Board of Direct Taxes, Ministry of Finance, and Government of India. Contractor has to furnish PAN No. along with tender.
- 5.90 Tenderers are required to furnish their bank account details as per enclosed Performa in order to arrange payment through Electronics Clearing System.
- 5.91 The dewatering, if required to be done at any stage manually or by pumping is to be done by the contractor at his own cost, no separate payment will be made. The quoted rates shall be deemed to have included all these elements and nothing extra shall be paid to the contractor on account of dewatering operations.
- 5.92 In the event of the tender being submitted by a firm, it must be signed separately by each constituent thereof or in the event of absence of any partner, it must be signed on his behalf by a person holding a power of attorney from him to do so.
- 5.93 The bidder has to execute Integrity pact agreement with Deendayal Port Authority. Shri Amiya kumar Mohapatra, IFos (Retd.) and Shri Gopal Dhawan ,Ex-CMD, MECL has been appointed by DPA as Independent External Monitors and whose address is as under:
- |   |   |
|---|---|
| Shri Amiya kumar Mohapatra, IFos<br>(Retd.), Qrs.No.5/9, Unit-9, Bhoi<br>Nager, Bhubaneswar-751022.<br>Mob. 9437002530<br>Email: amiyaifs@gmail.com | Shri Gopal Dhawan, Ex-CMD, MECL,<br>House no. 120, Jal Shakti<br>Vihar(NHPC Society) P4 Builders<br>Area, Great Noida ,Gautam Budh<br>Nager,Uttar Pradesh (UP) 201315<br>Mobile No. 80007771467<br>Email: saurabh7678@yahoo.co.in |
|---|---|
- 5.94 In the case of discrepancy between the schedule of quantities, the specifications and/or the drawings, the following order of preference shall be observed:-
- I) Description of schedule of quantities.
  - II) Particular specification and Special condition, if any.
  - III) Drawings.
  - IV) C.P.W.D. specifications.
  - V) Indian standard specifications of B.I.S.
- 5.95 The contractor shall have to arrange the entry permit for himself and his staff, labours etc. from nodal Officer appointed by Deendayal Port Authority at his own cost as per the rules and regulation in force at that time.
- 5.96 Necessary Indian Dock Safety regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violations of the same.
- 5.97 Individual quantity for any tender items of work may vary to any extent as required by D.P.A for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.
- 5.98 Materials arranged by the contractor: -**  
The contractor shall submit original bills for the cement, steel, asphalt etc., brought to site.

In all contracts where issue of cement and steel is not stipulated, special conditions shall be incorporated as below:

**1.0 Special conditions for cement**

- (1) The contractor shall procure (as specified in the tender) 53 grade (conforming to IS (as specified in the tender) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
- (2) The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The cement godown of the capacity to store a minimum of 200 bags of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.
- (3) Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
- (4) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.
- (5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need be made.
- (6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
- (7) The cement procured by the contractor should not have aged more than 6 weeks.

**1.1 Special conditions for steel**

- (1) The contractor shall procure TMT bars of Fe415/ Fe500/ Fe550/ Fe500D grade as per tender conditions.
  - (a) The grade of the steel such as Fe415/Fe500/Fe 550 / Fe500D or other grade to be procured is to be specified as per BIS 1786-2008.
  - (b) The TMT bars procured from primary producers shall conform to manufacture's specifications.
  - (c) The TMT bars procured shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
  - (d) For TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786: 2008 pertaining to Fe 415D or Fe

500D or Fe 550D grade of steel as specified in the tender.

- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-Charge to do so.
- (4) The steel reinforcement bars shall be stored by the contractor at site of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.
- (5) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

Size of bar	For consignment below 100MT	For consignment above 100MT
Under 10 mm dia bars	One sample for each 25 MT or part thereof	One sample for each 40 MT or part thereof
10mm to 16mm dia bars	One sample for each 35 MT or part thereof	One sample for each 45 MT or part thereof
Over 16mm dia bars	One sample for each 45 MT or part thereof	One sample for each 50 MT or part thereof

- (6) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories and the testing charges shall be borne by the contractor.
  - (7) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract. In case the consumption is less than theoretical consumption including permissible variations (+3% for cutting into pieces +/- 2% for variation in weight) recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.
- 5.99 Each Consignment shall be stored separately so that it can be readily identified and inspected. The arrangement of cement shall be such as to ensure the utilization of cement in the order of its arrival at the stores.
- 5.100 Cement brought to site and cement remaining unused shall not be removed from site without the permission of Engineer-in-charge.
- 5.101 The bidder shall give an undertaking that they have not made any payment or illegal gratification to any person authority connected with bid process so as to influence the offence under the PC Act in connection with the bid.
- 5.102 The bidders shall disclose any payments made or proposed to be made to any intermediates (agents etc.) in connection with the bid.
- 5.103 Payment with required deduction as per contract condition shall be made on monthly basis (only one bill per month under this contract) for the items executed in the preceding month.
- 5.104 Payment of M.S. structure steel shall be made as actual weight / Theoretical weight (i.e.

Multiplying for standard coefficient) whichever is less.

- 5.105 In the event of the contractor(s) committing a default or breach of any of the provisions of the boards contractor's labour regulations and model rules for the protection of health and sanitary arrangements for the workers as amended from time to time or furnishing any information or submitting or filling any statement under the provisions of the above regulations and rules which is materially incorrect, he/they shall without prejudice to any other liability, pay to the board a sum not exceeding Rs.200/- for every default breach or furnishing, making, submitting filling such materially incorrect statements and in the event of the contractor (s) defaulting continuously in this respect, the penalty may be enhanced to Rs.200/- per each day of default subject to a maximum of 5 percent of the cost of the work. The decision of the engineer-in-charge shall be final and binding on the parties.
- 5.106 A bill shall be submitted by the contractor each month on or before the date fixed by the engineer-in-charge for all works executed in the previous month and the engineer-in-charge shall take or cause to take the requisite measurement for the purpose of having the same verified and the claim, as far as admissible, adjusted as far as possible, before the expire of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the engineer-in-charge may depute within seven days the date fixed aforesaid, subordinate to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant and the engineer-in-charge may prepare a bill from such list.
- 5.107 The contractor shall submit all bills on the printed form to be had on application at the office of the engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rate hereinafter provided for such work.
- 5.108 The Bank Guarantee submitted towards Security deposit should be of any Nationalized/Scheduled Bank (except Co-Operative Bank) having its branch at Gandhidham. The Bank Guarantee received from respective bank through registered A.D. shall only be accepted.
- 5.109 The Contractor shall affix seal along with signature in the Tender, failing which the bid / Tender will be considered as non-responsive and be liable to discharge.
- 5.110 All payments to contractors shall be made direct to the bank account of the contractors for which necessary details shall be furnished by the contractor including PAN.

**5.111 Construction of Site Offices**

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc. These structures are to be constructed at the cost of Contractor and should obtain written permission from E.IC.

Contractor shall also provide 1 Nos. of four-wheeler tourist vehicle (Ertiga/Creta/Seltos or equivalent) with driver during contract period for capital work for the use of employer. This Vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer-In-Charges. Necessary fuel/oil/driver/maintenance/toll-taxes etc., will have to be born by the contractor. During the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from their due payments or Rs.3000/- per day will be recovered.

**5.112 Removal of rejected/sub-standard materials**

(a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the



Assistant Engineer, giving the approximate quantity of such materials.

(b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

#### **5.113 Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

#### **5.114 Deriving the Market rates**

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification often der except that market rates of material/labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

#### **5.115 Payment of Final Bill**

Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly, E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

5.116 Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

5.117 Prospective bidder(s) may raise query relating to bidding conditions, bidding process and/or rejection of its bid. The reasons for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquires are made by the concerned bidder.

5.118 The period of contract can be further extended for 12 months with mutual consent at same rates & terms & conditions of contract.

#### **5.119 Special Conditions for Environmental Protection**

- The Contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of work.
- All constructions materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer In Charge.
- The contractor(s) should stacked and disposed the waste materials in such a manner

which are not destroy the environment.

- Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
- Emission of NO<sub>2</sub> and SO<sub>2</sub> shall be maintained within the work as per International Regulations.
- To prevent and minimize vibration and noise levels from machineries / vehicles during removal of civil wastes contractor(s) shall take the remedial action to minimize noise pollution.
- Provide adequate silencers attached with all vehicles and machines.
- Install suitable mufflers on engine exhaust and compressor component.
- The diesel generators set shall be used of noise less.
- To contractor(s) shall stacked/stored the construction materials at adequate distance from coastal area.
- The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface / ground water.
- The contractor shall discharge Waste generated during construction work as per CPCB/GPCB regulations.

5.120 Epoxy paint of approved colour and shade shall be of Asian Paints, IEL Ltd., Nerolac or equivalent make, as approved by Engineer in charge.

5.121 Before painting to structural steel scraping to surface of structural steel is to be done as per the complete satisfaction of the Engineer in charge

5.122 The epoxy paint shall be applied as per specifications and literature of manufacture of company.

5.123 Epoxy paint of structural steel.

(I) Priming coat shall be of Zinc phosphate / Zinc chromate or as directed by Engineer in charge.

(II) Finishing specially modified epoxy resin enamel for optimum gloss and color retention or as directed by Engineer in charge.

5.124 Before painting work, the surface should be thoroughly clean from all the loose material and scraping should be done wherever required as per the complete satisfaction of the Engineer in charge.

5.125 The welding of pipes & flanges etc., wherever necessary shall be done with best workmanship and strictly in conformity with the requirements laid down in the relevant IS.

5.126 The fittings viz. sluice valves, fire hydrants etc., shall be cleaned greased and painted with one coat of anti-corrosive paint two coats of red paint etc., to the entire satisfaction of the Engineer in charge.

5.127 All the joints i.e. flange for pipes, sluice valve and specials etc., rubber packing of 6mm thick and MS nut and bolts and washers should be IS standard

5.128 Floor primer paint and Enamel paint should be first quality of approved colour and shade of Asian Paint, IEL Ltd., Burger paint, Garware paint, Narolac paint or equivalent as approved by the Engineer in charge.

5.129 Various mandatory tests like absorption value analysis, impact value, water absorption test in respect of metal, crush aggregates used in various works are to be carried out during the execution of work silt content in sand is also to be checked and maintain the record in the Performa.

5.130 The concrete to be used for RCC works shall be made of two graded machine crushed trap

stone metal. Mechanical appliances such as concrete mixer, vibrate etc., shall be used for mixing and consolidation on concrete.

5.131 Scanned copy of pre- contract Integrity Agreement duly signed by the bidder and one witness (as per appendix) is to be uploaded along with the preliminary bid. Original hard copy of Pre contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

5.132 **EXTRA SUBSTITUTED AND DEVIATED ITEMS OF WORK: -**

Any changes in the contract are broadly classified as deviations. While no changes should be done with an intention to cause any undue benefit to the contractor but in the interest of work for valid reasons or when situation so demands quantities of agreement items can be increased or decreased, extra items can be executed, agreement items can be substituted, material/T&P which was not stipulated can be issued and period of completion can be extended for which necessary provision and unambiguous procedure should be incorporated in the contract to regulate rates/payments for such deviations.

5.133 The contractor shall be registered under the Building and other Constructions Workers (Regulation of Employment and Conditions of Service) Act, 1996.

5.134 The contractor has to incur the expenditure for preparation of 10 bonded copies of the Agreement, for which DPA will provide one copy of full set including indexing, insertion of page nos., certification with index.

5.135 All the royalties of the materials, quarry fees etc. payable by the contractor directly to the authorities concerned and the rates tendered shall be deemed to be inclusive of all such charges. Before claiming security deposit, contractor shall produce “No Dues certificate” from the Geologist and Mining Department of concern authority.

5.136 **Third Party Inspection (TPI) Clause:**  
DPA engaged the Third Party Inspection Agency for quality assurance separately. The contractor has to co-operate with the Third Part Inspection Agency representative in his duties related to this work. The execution of work shall be subject to third party inspection by the agency engaged by DPA. The contractor is required to comply the observations queries of the agency and any cost incurred for this purpose shall be the responsibility of the contractor.

LIST OF APPROVED MAKE		
Sr.No.	Description	Approved Brand
1.	Paint, Primer	Asian, ICI, Nerolac
2.	Putty	Birla, Asian
3.	Polish	MRF, Asian, ICI
4.	Hardware	Kitch, Durex, EPPW, Ebco, Palladium, Dorma
5.	Adhesive	Fevicol, Kitcol, Araldite, BAL
6.	Anchor fastner / bolts	Fischer Hilti
7.	Floor spring	Hemco, Hyper, Sterling, Godrej,
8.	Door closer	Efficient Gadget, Godrej,

<b>9.</b>	Aluminium sections	Jindal, Indal
<b>10.</b>	Aluminium Finish	25 micron colour anodized – contractor should provide the micron thickness measuring equipment at site throughout the work progress for checking the anodizing thickness, visibly should look uniform as per standards.
<b>11.</b>	All Aluminium anodised fittings	EP & PW or equivalent
<b>12.</b>	SANITARY WARES	1) CERA 2) DURAVIT 3) AMERICAN STANDARD 4) KOHLER
<b>13.</b>	CP FIXTURES AND ACCESSORIES	1) JAQUAR 2) HANS GROHE 3) GROHE 4) PARRYWARE – ROCA 5) AMERICAN STANDARD 6) KOHLER 7) ESCO
<b>14.</b>	GI PIPES	1) TATA 2) JINDAL
<b>15.</b>	APVC PIPES & FITTINGS	1) FINOLEX 2) SUPREME 3) PRINCE 4) ASTRAL 5) ASHIRWAD
<b>16.</b>	STONEWARE PIPES AND FITTINGS	1) APPROVED MAKE ISI
<b>17.</b>	SS SINK	1) AMC 2) KRISHNA 3) NIRALI 4) FRANKE 5) JAYNA
<b>18.</b>	CEMENT	OPC Ambuja, Ultratech, Birla Plus, ACC
<b>19.</b>	White Cement	Birla, J. K.
<b>20.</b>	TMT – Fe-500 Ribbed bars	TATA, SAIL, RINL(VIZAG)
<b>21.</b>	Structural Steel	TATA, SAIL, JINDAL, JSW
<b>22.</b>	Structural Hollow steel sections (Square and Rectangular)	SAIL, Asian or equivalent
<b>23.</b>	Structural tubular sections	Tata, Sail, Asian or Equivalent.
<b>24.</b>	Coarse Aggregates 6 mm to 40 mm sizes	Approved quarry by EIC
<b>25.</b>	Stone Rubbles & Gravels	Approved Quarry by EIC
<b>26.</b>	Shuttering plywood	Kitply, Anchor, Green, Pragati or equivalent
<b>27.</b>	Marine Grade plywood IS-710	Green, Kitply, Duro, Century, Anchor
<b>28.</b>	Commercial plywood – IS – 303	Green, Kitply, Duro, Century, Anchor
<b>29.</b>	Decorative ply (Veneer)	Green, Century, Kalachandra, Archid

30.	Prelam particle board	Novapan, Bhutan
31.	Laminate sheet	Greenlam, Alfa-Ica, Decolam, Neoluxe
32.	Cement bonded particle board	NCL (Bison board), Everest (Eternite)
33.	Calcium silicate board	Hilux
34.	Flush door – decorative / non decorative	Green, Anchor, Century
35.	Locks	Godrej, EPPW, Dorset
36.	Float Glass/Mirror/Wired Glass	Modi Guard, Saint gobain, Ashahi
37.	Tiles	Kajaria, Nitco, Asian
38.	Construction chemicals	Fosroc, Pidilite, SIKA
39.	BRICK	NR/NK Ahmedabad, MS/DS

**Note: -** All the materials/makes listed above and other than as specified above shall be ordered and used after obtaining prior approval from the Engineer-in-charge.

5.137 The contractor has to submit the bills along with documentary proof for payments made to the laborers through the bank.

**Contractor**

**Dy CHIEF ENGINEER (P)  
DEENDAYAL PORT AUTHORITY**

## **SECTION 6**

### **DRAWING**

## **SECTION 7**

### **BILL OF QUANTITIES**

## **SECTION 8**

### **FORMS OF SECURITIES AND OTHER FORMATS**

#### **FORMS OF SECURITIES AND OTHER FORMATS**

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.



### Specimen EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated.  
To be executed on Rs. 100/- non Judicial Stamp Paper]

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

**Beneficiary:** \_\_\_\_\_ (Name and Address of Employer/Board)  
Board of Deendayal Port Authority

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

**Tender Guarantee No.:** \_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_  
[Signature(s)]

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

<p style="text-align: center;"><b>SPECIMEN BANK GUARANTEE</b> (To be executed on Rs. 300 / - Non- Judicial Stamp Paper)</p>
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[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority 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 release Secured Deposit payment to hereinafter called the contractor/s)

(Name of the contractor/s) Under the terms and conditions of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

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 Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and conditions 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 or which would be caused to or suffered by the Board by reasons of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_, do hereby  
(Name of Bank) (Name of Branch)

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 any breach by the contractors of any of the terms and conditions of the said contract or by reason of contractor's 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, \_\_\_\_\_, undertake to pay to the  
(Name of Bank and Branch)

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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, \_\_\_\_\_ further agree with the Board that the  
(Name of Bank and Branch)

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 be 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, \_\_\_\_\_ further agree with the Board that the

(Name of Bank and Branch)

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)."

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**SPECIMEN BANK GUARANTEE FOR  
STAGE PAYMENT**

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

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to release stage payment to M/s (Name of the contractor/s) (hereinafter called the "contractor") from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_'s letter No. \_\_\_\_\_ Department) (Name of the 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 Lodgement 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, \_\_\_\_\_, do hereby (Name of Bank) \_\_\_\_\_ (Name of Branch) 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, \_\_\_\_\_, undertake to pay to the (Name of Bank and Branch) \_\_\_\_\_ 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 thereunder and the Contractor(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) 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 be 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,\_\_\_\_\_further agree with the Board that the (Name of Bank and Branch)Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We,\_\_\_\_\_Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_(Rupees \_\_\_\_\_only);
- (b) This Bank Guarantee shall be valid upto\_\_\_\_\_; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_(date of expiry of Guarantee).”
- Date\_\_\_\_\_day of\_\_\_\_\_2021

For (Name of Bank)  
(Name)

Signature

## SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT

(To be executed on Rs.100/- non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

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

.....

(Name of the contractor/s) (hereinafter called the "contractor")

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department) 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 Advance Payment in cash or Lodgement 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, \_\_\_\_\_, do hereby (Name of Bank) \_\_\_\_\_ (Name of Branch) 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, \_\_\_\_\_, undertake to pay to the (Name of Bank and Branch) \_\_\_\_\_ 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, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) \_\_\_\_\_ 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 be 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,\_\_\_\_\_further agree with the Board that the (Name of Bank and Branch)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 forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in **[insert city]** would have exclusive jurisdiction in respect of claims, if any, under this Guarantee.
8. We,\_\_\_\_\_Bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.
9. Notwithstanding anything contained herein:
- (a) Our liability under this Bank Guarantee shall not exceed Rs.\_\_\_\_\_(Rupees \_\_\_\_\_only);
  - (b) This Bank Guarantee shall be valid upto\_\_\_\_\_; and
  - (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_(date of expiry of Guarantee)."

Date\_\_\_\_\_day of\_\_\_\_\_2021

For (Name of Bank)

(Name)

Signature

**DISPUTES REVIEW BOARD AGREEMENT**

(To be executed on Rs100/- non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this .....Day of .....20 .....  
Between ..... (“the Employer/ Board”) and..... (“the contractor”), and the Disputes Review Board (“ the DRBoard “) consisting of one/three DRBoard Members, (Members from either party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of ..... Project name).....(the “contract”) and WHEREAS, the contract provides for the establishment and operation of the DRBoard NOW THEREFORE, the parties hereto agree as follows:

1. The parties agree to the establishment and operation of the DRBoard in accordance with this DRBoard Agreement.
- 2 Expect for providing the services required hereunder, the DRBoard Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conductof the works.

The DRBoard Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, expect for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.



- (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
  - (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either party to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.
  - (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
  - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
  4. The contractor shall:
    - a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
    - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.
  5. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
  6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.

7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
9. Fees and expenses of the DRBoard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agreed.
10. DR Board's site visit:
  - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer or his nominee at regular intervals, at times of critical construction events, and at the request of either party. The timing of site visit shall be fixed by the DRBoard
  - b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work, both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee
  - c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.
11. Procedure for disputes referred to the DRBoard:
  - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to clause [number] and stating clearly and in detail the basis of the dispute.
  - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
  - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DRBoard either party may refer the dispute to the DRBoard by written Request for Recommendation to the Board, the other party & the Nodal Officer or his nominee stating that it is made pursuant to [insert relevant clause no.]

- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DRBoard.
  - e) When a dispute is referred to the DRBoard, and the DRBoard is satisfied that the dispute requires the DRBoard's assistance, the DRBoard shall decide when to conduct a hearing on dispute. The DRBoard may request that written documentation and arguments from both parties be submitted to each DRBoard Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.
  - f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.
- The DRBoard's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DRBoard's final hearing on the dispute.

## **12. Conduct of Hearing:**

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearing are concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DRBoard shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member may prepare a written minority report for submission to both parties.

**[Notes: Delete if it is one member DRBoard]**

13. If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disband the Disputes Review Board. In such an event, the disputes shall be referred to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sign a notice specifying that the DRBoard shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.-

**SPECIMEN FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_  
(Project Title)

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

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of 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 or joint venture 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 evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_\_\_ is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant:

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

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

\_\_\_\_\_

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

Date:

To,  
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_ dated \_\_\_\_\_  
For Rs. \_\_\_\_\_ favoring \_\_\_\_\_ yourselves  
issued on a/c of M/s. \_\_\_\_\_ (Name of contractor) .....

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

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

<p style="text-align: center;"><b>SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID</b> (To be executed on Rs.100/- non Judicial Stamp Paper)</p>
--

To  
The (PORT Address)

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 against tender no. ----- 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>EXCEPTIONS AND DEVIATIONS</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 to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

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

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



**INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY**

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years. Presently the threshold is fixed as ₹50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years. Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri Amiya Kumar Mohapatra, IFoS (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority. As per Shri Amiya Kumar Mohapatra, IFoS (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

**Address:-**

Shri Amiya Kumar Mohapatra, IFoS  
(Retd.)  
Qrs.No 5/9, Unit -9, Bhol Nagar,  
**Bhuneswar -751 022**  
Mobile : 9437002530  
Email : [amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

**Address:-**Dr. Gopal Dhawan, Ex-  
CMD, MECL, House No 120, Jai Shakti  
Vihar (NHPC Society) P4, Building  
Area, Greater Noida Gautam Budh  
Nagar, **Uttar Pradesh - 201 315.**  
Mobile No.8007771467  
Email : [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) is to be up-loaded along with the bid. Original hard copy of Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

## **INTEGRITY PACT**

### **Between**

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

and

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

### **Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. **03-P/2025**. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

### **Section 1 - Commitments of the Principal**

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

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

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

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

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

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### **Section 4 - Compensation for Damages**

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to

demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 – Previous transgression**

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

### **Section 6 – Equal treatment of all Bidders / Contractors**

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.

(1) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

### **Section 7 - Criminal charges against violating Bidders / Contractors**

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

### **Section 8 – External Independent Monitor**

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contract documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all PIPELINE documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the PIPELINE

documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the PIPELINE provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word “**Monitor**” would include both singular and plural.

#### **Section 9 - Pact Duration**

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

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

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

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

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

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

  
Executive Engineer(Civil)  
(For & on behalf of the Principal)

(Office Seal)

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

(Office Seal)



Signature of Witness:  
(Sandeep.N. Parmar)

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

Signature of Witness:  
(Name & Address)

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

Place : Gandhidham

Date :     /     /20

**Note :** The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No.10 and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under:

**Address:-**

Shri Amiya Kumar Mohapatra,  
IFoS (Retd.)

Qrs.No 5/9, Unit -9, Bhol Nagar,

**Bhuneshwar -751 022**

Mobile : 9437002530

Email : [amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

**Address:-**Dr. Gopal Dhawan, Ex-CMD,

MECL,House No 120, Jai Shakti

Vihar(NHPC Society) P4, Building Area,

Greater Noida Gautam Budh Nagar

**,Uttar Pradesh - 201 315,**

Mobile No.8007771467

Email : [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

## Annexure-II

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**(Applicable for MSME Bidders)**  
**(On Bidders Letter head)**

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 years 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 employer/purchaser during the period of bid validity (i) fail or refuse 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 and on behalf of (insert complete name of

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

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

## STAGE PAYMENT

(To be executed on Rs.100/- non-judicial Stamp paper)

[The Bank as requested by the successful Tender, shall fill in this form in accordance with the instruction indicated.]

Date:[insert date (as day, month, and year) of Tender Submission ]

[Banks letterhead]

Beneficiary: [insert legal name and address of port]

Stage PAYMENT GUARANTEE No.: [insert stage payment Guarantee no.]

We [insert legal name and address of bank], have been informed that [insert complete name and address of contractor] (hereinafter called “the contractor”)has entered into contract No. [Insert number] dated [insert data of agreement] with you, for execution of works viz., [insert title of contract] (hereinafter called “the contract).

Furthermore, we undertake that, according to the condition of the contract, an advance is to be mate against an advance payment guarantee.

At the request of the contractor, we hereby irrevocable undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligation under the contract because the contractor has been paid the stage payment in realization of his invoice no. ----- dated -----towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account [insert number and domicile of the account] and that the contractor failed to execute the contract as per the contract.

This Guarantee shall remain valid and in full effect from the date of the stage payment received by the contractor under the contract until [insert date].

---

[signature(s) of authorized representative(s) of the bank]

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

The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency(ies) of the contract or a freely convertible currency acceptable to the Employer.



Insert the completion/ schedule data stipulated in the Contract Delivery Schedule. The Employer should note that in the event of an extension of an extension of the time to perform the contract, the Employer would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend his Guarantee for a period not exceeding [six month]/[one year] at a time, in response to the Employer's written request for such extension, such request to be presented to be presented to us before the expiry of the Guarantee."

**Annexure-\_\_**

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**

**(To be submitted on Non-judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....20... by and between (i) M/s.....**Name of the firm to be filled-in**) ....., (ii) M/s.....(**Name of the firm to be filled-in**)....., primarily for the work under the DEENDAYAL PORT AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium‘.

**1. Formation of Joint Venture/Consortium**

1.1. (i) M/s... (**Name of the firm to be filled in**) is engaged in  
... (**Details of the works undertaken by the party**)

(ii) M/s... (**Name of the firm to be filled in**) is engaged in  
..... (**Details of the works undertaken by the party**)

(iii) .....

1.2. On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as Employer), the (Designation of HOD), DEENDAYAL PORT AUTHORITY has invited bids from the experienced, resourceful and bonafied Contractor with proven technical and financial capabilities of executing the work (**Name of work**).

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the DEENDAYAL PORT AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....**Name of Partner to be filled in** ) shall be the Lead Partner and (i) (.....**Name of Partner to be filled in**.....), (ii) (.....**Name of Partner to be filled in** ) shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4. The Joint Venture/Consortium will be known as.....(**Name of JV to be filled in** ) .....and shall consist of (i) (.....**Name of the firm to be filled in**.....), (ii) (.....**Name of the firm to be filled-in**.....), ..... parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (**...Name of JV/Consortium to be filled in....**) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (**Name of the partner to be filled-in**) - .....

(ii) M/s..... (**Name of the partner to be filled-in**) - .....

(iii) .....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (**.....Name of Partner to be filled-in.....**) shall carry out the following works :- .....

c) (**.....Name of Partner to be filled-in.....**) shall carry out the following Works:- .....

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the Board of DEENDAYAL PORT AUTHORITY for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV/Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the DEENDAYAL PORT AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of.....20...

(i) Signature                      Name

Designation

seal & Common seal of the firm

(ii) Signature

(iii) Name Designation seal

&

Common seal of the firm

Witness1

Witness2

**PROFORMA OF POWER-OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM  
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

By this Power-of-Attorney **executed** on **this** ....day of .....(month) of 20..., we,

(i) (.....*Name of legally authorized signatory of first partner to be filled in*.....), (ii) (.....*Name of legally authorized signatory of second partner to*.....)

be

*filled in* ),

.....hereby jointly authorize and

agree the Lead Partner, M/s ( ... *Name of the lead partner to be filled in*..... ),  
(a) to

submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of (....*Name of work* ) exclusively through Lead Partner.

(i) Signature                      Name  
Designation seal & Common seal  
of the firm

(ii) Signature                      Name  
Designation seal & Common seal  
of the firm

.....

.....

Signature, name and seal of the certifying authority/Notary Public

## **PART –II**

**Annual Maintenance Contract for Link Spans, Pontoons and Terminal facilities at Hazira, Surat (ELECTRICAL).**

**Name of Work: “Annual Maintenance Contract for HT & LT Electrical Installation at RoRo Terminal at Hazira” – Electrical Part.**

**BILL OF QUANTITY**

Sr. No.	Description	Qty.	Unit	Rate in figure	Rate in words	Amount in Rupees
1	Deployment of electrical staffs on 24 hrs x 7 days basis including, Sunday and holidays as mentioned in the scope of work along with two wheeler vehicle, cell phone at the site as per the schedule attached.	24	Month			
2	Maintenance/Breakdown/Maintenance with replacement of parts/materials of HT & LT installation including lighting system as shown in the scope of the work. Bidders are directed to fill up the rates of PART-B, based on which 24 Month materials will be consumed as per the site requirement, However, bringing of materials shall be prior to approval of EIC.	24	Month			
<b>Total (₹)</b>						
<p>(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).</p> <p align="right">-/sd Executive Engineer (E) Deendayal Port Authority</p> <p>Signature &amp; Seal of Firm</p>						

THE BELOW ITEMS WHICH ARE REQUIRED FOR REPLACEMENT ARE INDICATIVE ONLY, AND IF REQUIREMENT INCREASES THEN THE FAULT IS TO BE ATTENDED WITH MATERIAL AND DPA WILL PAY AS PER QUOTED RATE. HOWEVER BEFORE PURCHASE PRIOR APPROVAL IS TO BE OBTAINED FROM DPA, OTHERWISE DPA WILL NOT ENTERTAIN FOR ANY PAYMENT CLAIM.

**CONTRACTOR HAS TO QUOTE THE RATE OF ALL ITEMS AS MENTION BELOW:**

Sr. No.	Item description	Quantities	Rate(Each)	Total Amount
<b>HT 11Kv Materials and aerosels</b>				
1	Epoxy Insulator for HT Panel	02 No.		
2	Panel Indication Lamp	05 No.		
3	Bus Bar Heat shrink tape(9m x 25mm) OR Higher	05 No.		
4	Bus Bar Spout for Isolator	03 No.		
5	11KV Anti tracking Spray(250ml and above)	03 Tin		
6	Contact Cleaner(250ml and above)	10 Tin		
7	Panel Control Fuses(2A to 16A)	20 No.		
8	11KV Indoor end termination kit upto 3Cx150sqmm Aluminium XLPE Cable	02 No.		
9	11KV Outdoor end termination kit upto 3Cx150sqmm Aluminium XLPE Cable	04 No.		
10	Isolator Fuses for 12 KV Indoor Type	20 No.		
11	Spares for Silent Generator of 250KVA Cooper Corp. Quantity – 01			
11a	Air Filter As per original	01 No.		
11b	Oil Filter As per original	01 No.		
11c	Coolant	10 ltr.		
11d	DG Battery 24v, 150AH	02 No.		
11e	Battery Cable with Lug	02 Set		
11f	Engine Starter overhauling	02 No.		
11g	Engine Oil	50 ltr.		
11h	Fuel line nitrile rubber	05 mtr		
12	Spares for APFC Panel 50KVAR			
12a	Master Controller	01 No.		
12b	20KVAR Capacitor	01 No.		
12c	10KVAR Capacitor	01 No.		
12d	3-Phase 20KVAR Capacitor Contactor	01 No.		
12e	Capacitor Contactor Coil	01 No.		
12f	HRC Fuses	03 No.		
13	Spares for Distribution Transformer 11KV/0.433KV, 315KVA Oil Cooled			
13a	HT Bushing Packing	02 No.		
13b	LT Bushing Packing	02 No.		
13c	Transformer Oil	50 ltr.		
13d	Silica Gel	02 KG		
13e	Breather As per original	01 No.		
13f	Transformer Gasket of rubber cork sheet As per original measurement	01 No.		
13g	Temperature Gauge	NA		
14	Spares for Distribution LT Panel 11Ways			



14a	DIN HRC fuse 160A 415V AC Size 00	03 No.		
14b	DIN HRC fuse 100A 415V AC Size 00	03 No.		
14c	DIN HRC fuse 63A 415V AC Size 00	03 No.		
14d	SFU 415V 50Hz AC 200A TP Panel Mounting Type	01 No.		
14e	SFU 415V 50Hz AC 400A TP Panel Mounting Type	01 No.		
14f	Panel Type Voltmeter 0 to 500V	01 No.		
14g	Panel Type Ammeter 0 to 1000A	01 No.		
14h	Voltmeter Selector Switch	02 No.		
14i	Panel Indication Lamp	06 No.		
14k	MCCB C Curve 400A to 630A, 415V, 50Hz AC	01 No.		
14l	MCCB C Curve 250A, 50Ka, 415V, 50Hz AC	01 No.		
14m	MCCB C Curve 100A, 415V, 50Hz AC	01 No.		
14n	MCCB C Curve 200A, 415V, 50Hz AC	01 No.		
15	100CC Two wheeler 2025 RTO Passing with fuels and insurance	01 No.		

**General Electrical items which are to be removed & replaced as & when failed at the site with the intimation to the EIC, DPA and the old one is to be deposited at the site of DPA, as directed**

Sr. No.	Item description	Quantities	Rate	Amount
1	Single Pole MCB 16A C Curve	05 No.		
2	Two Pole MCB 32A C Curve	05 No		
3	Four Pole MCB 40A C Curve legrand	05 No		
4	RCCB Four Pole 63A, 100mA	05 No.		
5	Hensel JB 17 inch x 11 inch with hinge & Cover having push button selector switch & ON/OFF indication	03 No.		
6	Hensel JB with connector for 10 to 16 sqmm type with model DK 3535G	10 No.		
7	Astronomical Timer	05 No.		
8	Three Phase Contactor 60A	05 No.		
9	Puff seal tin 250ml and above	20 No.		
10	PVC Tape in RYBB Color <i>1.80cmx7mx0.125mm</i>	50 No.		
11	LED Street Light 70W Metal Housing	50 No.		
12	LED Flood light	20 No.		

	100W/300W Metal Housing			
13	Swaged pole 6 meter size with JB and LED Street light 70W	15No		
14	Wall Mounting Fan 400mm sweep	05 No.		
15	Industrial Fan 24inch rewinding	10 No.		
16	Exhaust fan 230mm rewinding	05 No.		
17	Stainless steel screw of diff. sizes	10 KG		
18	Stainless steel Hardware	10 KG		
19	2.5SQMM 3C Copper stranded flexible wire	100mtr		
20	New Earth Station with 3 mtr pipe in pipe GI 48mm and 76mm	05 No.		
21	Lug 6sqmm to 50sqmm	10 KG.		
22	Silver Paint	30 ltr		
23	Surge protection three pole	20 No.		
24	Driver LED light 70W	20 No.		
25	150W LED metal body fixture outdoor type	05 No.		
26	Two Module Fan Regulator	10 No.		
27	SP 1 Module Switch	10 No.		
28	6A Socket modular type 3 pin	10 No.		
29	Four feet LED tube light 22W and above	40 No.		
30	Four feet LED tube light 40W and above	40 No.		

**Note:** Consumables shall be arranged and maintained by the Contractor throughout the AMC period. In addition to the above, if any material is required for smooth functioning of the system, which is not mentioned in the list, the same shall be purchased prior to intimation and approval from the EIC and the original invoice shall be submitted for release of the payment to the contractor.

## **SCOPE OF WORK**

It is an Annual Operation & Maintenance under which the fault shall be attended & rectified with the deployment of staff shown in the duty roaster on 24 hrs x 7 days basis including Sundays, Holidays and Emergency work. The Contractor shall undertake the work for a period of 24 months from the date of issuance of the Work Order which may be extended for the further period of 12 months on mutual consent and with the same rates, terms & condition. The Contractor shall deploy the qualified resources to successfully execute the task, specified herein.

The AMC includes the Periodic, Preventive and Breakdown Maintenance, fault finding & its rectification, attending of breakdowns, routine testing and cleaning of all the electrical equipment's at RoRo Terminal Hazira. For first month after award of contract all the lighting complaints related to the illumination of the jetty, pontoon, walkway and Terminal are to be attended and housekeeping of Electrical Substation is to be looked after. Thereafter every month necessary periodic maintenance as per schedule & breakdown maintenance this also includes illumination system to be carried out.

The Scope of the Work includes the Operation & maintenance of all the electrical equipment like Sub-station equipment, HT & LT Panel boards, Distribution Transformers, Diesel Generator Sets, APFC Panels, Incoming & Outgoing Power & control cables, 30m High Mast Lighting Towers, Street Lights, power supply distribution & lighting of Pontoon Area, Jetty Road, Terminal Building, Minor buildings, Fire Pump house, WB Cabins, Terminal Gate, Guest Houses etc. including internal wiring & its accessories. The contractor shall follow the best industrial practice in maintenance of the equipment under this contract. The work has been segregated in two parts, Part A for staffs and Part B the material, required at the site the scope also includes the salary of staffs as per latest ALC Wages further, the material consumed on as and when basis as per the site requirement shall be arranged at their cost subject to prior approval of EIC.

Similarly, after award of work order the contractor has to supply all the tools tackles, measuring instruments, One Android Cell Phone, one brand new two wheeler of 100CC or above of 2025 RTO passing at the site and photocopy of RC book is to be submitted to EIC within seven days by contractor. During the urgency, it should remain at the site only. Contractor has to maintain two-wheeler at his own cost i.e. fuel, insurance etc.

### **Work details: -**

#### **1. Maintenance of Electrical Sub-stations with associated equipment:**

- 1.1 The maintenance work of the entire electrical distribution network consisting of Sub-station equipment, HT & LT Panel boards, Distribution Transformers, Diesel Generator Sets, APFC Panels, Incoming & Outgoing Power & control cables, 30m High Mast Lighting Towers, Street Lights, power supply distribution & lighting of Pontoon Area, Jetty Road, Main Terminal Building area, Administration building area, Minor Building area, Workshop cum driver's lounge & Canteen, Guest Houses, Security Gates, Fire Pump House, all Substation building, STP Plant etc. including internal wiring & its accessories. The brief details of electrical equipment at RoRo Terminal, Hazira is at Annexure – IV.
- 1.2 Contractor has to maintain Power factor of the complete installation by monitoring of all APFC Panel & if any penalty imposed by DGVCL regarding low PF the said amount will be recovered from contractor RA bills. Hence daily checks are to be conducted by the contractor with regard to Power Factor. Maintenance of LT distribution panels including LT Air circuit breakers, LT meters, Relay Panels, control and power cables from

transformers of 11 kV substations at RoRo Terminal, Hazira.

- 1.3 Maintenance of substation power supply including substation housekeeping, the electrical maintenance inside substation for example light fixtures, switch & socket, MCB's, MCCB's, Panel indication lamp, fans, LT cables, wires etc.
- 1.4 Repair & Maintenance of 30m High Mast Lighting Tower is in the scope of the contractor with required manpower, material & spares, tools & tackles (i.e. luminaries, gear box, DD Winch, Motor, with necessary gear oil, 300 Watt to 400 Watt LED floodlight, if required wire rope & trailing cable same shall be provided by contractor.
- 1.5 Maintenance includes filtration of transformer oil with top-up of Oil & BDV test within first 6 months on award of contract. The report shall be submitted by the contractor to the Engineer-In-Charge. Apart from the same if the existing 315KVA Distribution Transformer fail contractor has to arrange 150KVA Distribution Transformer on hire basis for providing Electrical Power within 08 hours and lighting and the payment will be done by DPA as per actual on production of original invoice.
- 1.6 Relay testing and checking the settings of the relays after period of six months from issue of work order. The report shall be submitted by the contractor to the Engineer-In-Charge.
- 1.7 Maintenance of any future installation of electrical equipment, done during the contract period, will be under the scope of the contractor for which no extra payment will be paid.
- 1.8 The contractor shall inform well in advance for taking power shut down as and when required which also includes work permit for preventive/ periodical maintenance in order to intimate concerned Terminal Operator to enable them to make necessary arrangements during the power shut down.

## **2. Breakdown Maintenance:**

- 2.1 Under break down condition, fault /defect, once intimated shall be identified, isolated, and rectified so that the failed equipment, machine or system can be put in to an operational condition in a shortest possible time. However, defects which cannot be rectified within the stipulated time period for the regular periodic maintenance (provided it will not have any type of adverse effect on the equipment) shall be recorded and reported in a suitable form for follow up action. Faults once observed shall be promptly attended and rectified to avoid major failures.
- 2.2 Periodical testing of equipment, troubleshooting as per Substation practices are to be carried out as per Annexure – II.

## **3. Tools/Tackles, Consumable & Spare:**

- 3.1 Tools and tackles including, but not limited to, vacuum cleaners, blowers, welding sets, drilling machines, gas cutters, hydraulic/hand crimping machine/tools with set of dies, T&P, HT meggers, temporary lighting arrangement like extension boards and hand lamps, multi-meters, clamp meter, etc. shall be arranged by the contractor. List of tools and tackles is enclosed at Annexure – III.

## **4. Consumables:**

The Consumables as per Bill of Quantity (Part – B) shall be arranged and maintained by the contractor as per site requirement. However, minimum requirement of illumination light such as flood light, street lights, tube lights with 05 No. each is to be recouped every month apart from same other materials and shall be planned accordingly as per the site requirement. The lighting Material purchased by the contractor should have guarantee of one year, in case of failure, contractor shall replace the same free of cost. The stock is to be maintained and invoices of each month shall be filed and verified by the EIC. The removed materials shall be handed over to DPA every month.

## **5. Vehicle for manpower and material:**

Contractor shall arrange a suitable Two wheeler of minimum 100CC on its own cost along with log book and the same shall be maintained every month regarding plying of vehicle. Vehicle shall be of the year 2025 RTO Passing with fuel and insurance, all-inclusive to handle its manpower, material, tools & tackles. In case of any accident to the above two wheeler the contractor himself to be responsible and alternative arrangement shall be made within 24 hours to avoid the operational difficulty.

**6. Providing 24x7 Communication aid:**

The contractor shall provide one communication device (Android Mobile) on 24hrs x 7 day basis for communication with the Site-In-Charge deployed at RoRo Terminal, Hazira for ease of communication.

**7. Documentation:**

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

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

- a) Following Register shall be strictly maintained by the Contractor during O&M period as per the Contract Labour (Regulation & Abolition) Central Rules, 1971.
  - (i) Muster Roll Register i.e. Form No. 16
  - (ii) Register of Wages i.e. Form No. 17
  - (iii) Register of overtime i.e. Form No. 23
  - (iv) Register of advance pay i.e. Form No. 22
  - (v) Register of accident, major accident & dangerous occurrence i.e. Form No. 29
  - (vi) Register of Workman employed by Contractor i.e. Form No. 13.
- b) Profile of staff personnel for this AMC.
- c) Consumable, Tools and Plants.

All the documents prepared by the Contractor shall be the property of DPA. The Contractor shall not share the information, contained in the above Registers with any outside person without written permission of the EIC. Contractor shall hand over the logbooks and Registers to DPA at the time of completion of contract period.

**8. Deployment of Resources:**

The Contractor shall have to deploy a Site-in-Charge who shall deal with Engineer-in-Charge, DPA for the technical and administrative matters. However, during the break-down/power interruption/emergency, the contractor shall deploy more manpower, without any additional cost to DPA to reduce the down time of equipment as per the site requirement.

Contractor shall deploy a minimum team consisting of Site in Charge along with one Electrician, one Wireman and one Helper for carrying out the maintenance work as per the Scope of Work. The staff of the contractor should be provided with a standard Uniform along with an engraved logo of the contractor firm for clear identification. Providing the PPEs for the staff engaged by the contractor would be the contractor's responsibility. DPA holds the right to penalize the individual staff engaged by the contractor if they miss-out on the uniform or appropriate PPEs, with

a penalty of ₹500/- for Site in Charge and ₹250/- for other staff members. The minimum qualification of manpower is given below:

**(I) Minimum qualification of Manpower:**

Designation	Qualification & Experience
Site In-Charge	B.E. (Electrical) with 2 years' experience /D.E.E. (Diploma) with 3 years' experience of maintenance of HT/LT substations from any reputed organization, having electrical supervisor license.
Electrician	ITI in trade Electrician with 2 years' experience in the HT/LT line.
Wireman	ITI in trade Wireman with 1 year experience in the LT line.
Helper	8 <sup>th</sup> Pass with 1 year experience in HT/LT electrical installation in any reputed organization.

**Duty Roaster**

Duty Timing (In hours):

General Shift: 10:00 to 18:00

First Shift : 07:00 to 15:00

Second Shift : 15:00 to 23:00

Third Shift : 23:00 to 07:00

Category	W/off	Days									
		01	02	03	04	05	06	07	08	09	10 and continue
Site Incharge	Wednesday	G	G	G	G	G	G	W/Off	G	G	G
Electrician	Thursday	W/off	I	I	I	I	I	I	W/Off	II	II
Wireman	Friday	II	W/off	II	II	II	II	II	II	W/off	III
Helper	Saturday	III	III	W/Off	I	I	I	I	I	I	W/off

However Shift's staff duty can be change as per site requirement during monsoon and emergency period.

- (II) Arrival & Departure of staff should be well-planned to up-keep the maintenance requirement on 24 hrs X 7-day basis. However, in case of exigency, the staff deployed by the contractor should attend the work immediately. The above staff shall be posted at Substation or as decided by Engineer-In-Charge for carrying out the day to day planned, preventive & breakdown maintenance of substations in consultation Engineer-in-charge or his representative. If the Contractor requires additional staff on any day/days for the day to day preventive/breakdown maintenance, the same shall be arranged by Contractor at his own cost. However, due to the exigency of work, Contractor shall carry out or attend the fault during odd hours, Sunday & Holiday, as directed, without any financial implication to DPA.
- (III) Contractor shall provide one Attendance Register at the Substation for registering the attendance for both entry & exit of his entire staff. The monthly copy of the print out or as & when requires shall be submitted to the Engineer-In-Charge. An Attendance Register has to be maintained by contractor and the same may be verified by Engineer In-charge, DPA or his nominated representative as & when required.
- (IV) It is fully the responsibility of the contractor to deploy qualified manpower having in-hand experience, relevant License/Permit to handle electrical equipment, as applicable.

They should be well conversant with the Indian Standards, Indian Electricity Rule and Acts, as applicable should have knowledge of electrical and Industrial safety practices.

- (V) Contractor shall ensure the consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and shall make all the necessary efforts to maintain healthy environment and reliable services.
- (VI) If any of the staff members, appointed by contractor, is found to be 'not competent', he has to be replaced by a right person within a stipulated time (i.e. within a week period) as directed by Engineer In-charge. All the relevant documents pertaining to the staff deployed, like copies of address proof, photocopy of ID card issued by the contractor and other details like Police verification from local police station, is to be obtained before entering into the contract and shall be provided by the contractor under his responsibility for the correctness.
- (VII) Wages of the staff, deployed, should not be less than as that mentioned in Minimum Wage Act applicable to the respective category/experience, as on date. The ESI, PF, ELI, bonus etc. and labour law from the time to time especially related to wages, other rules and norms requirement, as find required for Contracts of this nature, should be met. The same details shall be submitted to DPA after award the Work.
- (VIII) In no case, the contractor or his employees shall claim job / employment with DPA. No transport/accommodation facility shall be provided for the contractor or his employees. It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc. The Contractor shall be responsible for any act of sabotage, misdeed, indiscipline and negligence on the part of the contractor or his employees.
- (IX) If any employee/ staff resigns, then the replacement will be provided within 07 days periods, by the time other equivalent staffs shall be deployed on overtime till arrival of new staff.
- (X) A space at site (subject to availability) will be provided by DPA free of cost for storage of spares & consumable. However, The watch & Ward will be the sole responsibility of the contractor.

DPA shall not be responsible for death, accident or injury to the contractor's employees engaged by him, which may arise in the course of their duty at RoRo Terminal, Hazira premises, nor shall DPA be responsible and be liable to pay damages or compensation to such persons or to third parties. The contractor shall at all times indemnify and keep DPA indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipment etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor. Staff insurance along with high height working shall be obtained by the contractor for the period of one year and work permit practice shall be adopted during maintenance of HT & LT, work permit will be issued by site in charge.

-/sd

**Signature & Seal of Firm**

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

## ANNEXURE – II

### **INDICATIVE LIST OF MINOR WORKS, ROUTINE, PREVENTIVE MAINTENANCE & TESTING OF SUB-STATION'S EQUIPMENT**

#### **I. General Maintenance work at Substations:**

- a. Ensuring proper locking of Substations, kiosks etc.
- b. General cleaning of Sub-station (indoor, kiosk, plinth/pole mounted) & all equipment for proper housekeeping including removal of weeds grass, malba, any other vegetation, jallas (spider webs) and scavenging etc.
- c. Coupling of the panel with Bus bar.
- d. To test earthing & wherever result not found OK, to provide fresh ground earthing and to install additional earthing if required as per IS norms.
- e. Plugging of cable entry points in the substation as and when required.
- f. Providing earthing continuity of HT panel/ Distribution Transformer/ LT board and Switches and any other metallic part work with the existing running earth wire after proper binding/ cleating wherever required at site as directed by Engineer- In-Charge.

#### **II. Distribution Transformers**

- A. Daily:
    - a. Observation of oil levels in conservator tank and examining for oil leaks, if any, from the transformer and to note down the voltage, current, PF in daily log book.
    - b. Checking the Color of silica gel in the breather. If silica gel color changes from blue to pink replace with new one.
  - B. Monthly:
    - a. Cleaning of bushings and its oil level check, inspect for any cracks or chippings of the porcelain and checking of tightness of clamps and hardware.
    - b. Cleaning of Silica gel breather.
    - c. Checking of temperature alarms by shorting contacts by operating the knob.
  - C. Six Monthly:
    - a. Measurement of Earth Resistance
    - b. Transformer Buchholz Alarm & Tripping Check.
    - c. Oil BDV Check
  - D. Yearly:
    - a. Oil filtration including top-up.
    - b. Changing the gaskets at all locations as when leakage is found or the gasket is damaged or else yearly.
    - c. Check of Buchholz relay, OTI, WTI if found malfunctioning (same is to be attended by Contractor)
    - d. Measurement and recording of the IR value.
-



### III. 11 kV Isolator Substation

- A. Daily:
  - a. Check the switchgear doors and general cleanliness.
- B. Monthly:
  - a. Cleaning with air blower.
  - b. Tightening of nuts and bolts.
  - c. Use of anti-corrosion spray and touch-up paint if required.
- C. Half-yearly:
  - a. Complete servicing, oiling and greasing of all moving parts.
  - b. Checking of Interlocking
  - c. Checks on specific operations.
- D. Yearly:
  - a. Checking contact resistance of Isolator main contact.
  - b. Mechanism checking and lubrication to all moving parts.
  - c. IR values of Power Circuits.
  - d. Verification of correct rated operating sequence.
  - e. Checking and adjustment of Track alignment and Interlocking mechanism.

### IV. LT Panel/ACDB with in substation

- A. Daily:
    - a. Visual inspection
    - b. Check whether indication lamps, selector switch, TNC & all meters are working.
  - B. Quarterly:
    - a. Visual inspection of panels.
    - b. Checking and sealing of cable entry holes.
    - c. Checking of Indication lamps, replacement if required.
    - d. Checking of Indication Meter and rectification/replacement if, required.
    - e. Checking/replacement of fuses if required.
    - f. Checking of Bus bar connection, tightening of nut bolts, cleaning of bus bar if, required.
    - g. Cleaning and tightening of bus bar in the bus bar chamber.
    - h. Tightening of all earthing connections.
    - i. Cleaning of the inside and outside panels using blowers and vacuum cleaner.
    - j. Check the load in all three phases, it shall be nearly in balance, if load is not in balance same is to be attend by contractor.
  - C. Yearly:
-

- a. Checking & ensuring the closing of the all panels doors including the supply of necessary material if required
- b. Cleaning of circuit breakers, lubricating the moving parts as per maintenance procedure
- c. Checking of alignment in racking mechanism of breakers for free and smooth movement of circuit breakers.
- d. Checking of contact erosion of circuit breakers.
- e. Checking of mechanical/electrical interlocks, interlocks within the switchboard to ensure proper functioning of same.
- f. Functional operations check of limit switches, auxiliary contacts.
- g. Visual inspection of earth connections and checking of tightness
- h. Measurement of insulation resistance value of circuit breakers
- i. Measurement of circuit breaker closing and tripping time.
- j. Functional operations check of circuit breaker
- k. During operation, any of the items found malfunctioning must be replaced. All material will be provided by contractor.
- l. Measurement and recording of IR values for Main Bus bar.
- m. Checking of all terminations for tightness.
- n. Checking of CT and Relays connections for tightness.
- o. Testing of all panel Relays and Meters CT.

## v. Distribution System (MDBs and DBs):

- A. Daily:
    - a. Visual inspection
  - B. Quarterly:
    - a. Check if all the panels are ingress protected.
    - b. Checking of termination of incoming and outgoing cables.
    - c. Routing of cables for new loads if required (only flexible cables and indoor).
    - d. At the time of adding new cable proper tags and ferruling must be done.
    - e. Cleaning of the panel.
    - f. Tightening of all earthing connections.
  - C. Repairs:
    - a. If any component is found malfunctioning it has to be repair/replaced. Materials already mention in list.
-

## **VI. PROTECTION RELAYS**

- A. Quarterly:
  - a. Visual inspection and cleaning from outside.
- B. Yearly:
  - a. Checking of each relay for its correct operation by secondary injection.
  - b. Cleaning of relay contacts.
  - c. Calibration of relay.
  - d. Checking of current/voltage setting as per recommended setting.
  - e. Checking of time characteristic as per recommended setting.

**Signature & Seal of Firm**

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

### ANNEXURE – III

#### **INDICATIVE LIST OF TOOLS & TACKLES**

The contractor shall maintain the following tools & tackles in healthy condition through the period of Contract.

<b>Sr. No.</b>	<b>Description</b>	<b>Quantity</b>
1	25 feet height Wheel Mounted Portable Aluminum Tower Ladder as & when required.	1 No.
2	Line tester	1 No.
3	Test lamps with 2x200W lamps in series	1 No.
4	Test lamp with 2 nos. spare 60W B/C lamps	1 No.
5	Drill machine with bits	1 No.
6	Power operated hand blower	1 No.
7	Insulated combination pliers 150mm, 250mm	1 No. each
8	Nut Driver 4mm – 10 mm	1 No.
9	Allen Key set	1 No.
10	Megger 1000 V (Hand driven) and 5 kV (Hand driven) of reputed make.	1 No. each
11	Earth Tester (Fluke/Motwane/Hoiki/Meco	1 No.
12	Digital multi meter (3.5-digit precision multi meter of Fluke /Yokogawa/ Hoiki/Motwane make	1 No.
13	Clamp on Meter for current measurement (one micro to 2 A range & one up to 1000A range) Fluke /Yokogawa/ Hoiki / Motwane make	1 No.
14	Wire Brush for cleaning & Hacksaw frame with blades	1 No.
15	Earthing rod	2 No.
16	Crimping machine/Tools for cables and conductors (up to 185 sq.mm. cable size)	1 No.
17	Power extension Board	1 No.
18	Air blower	1 No.
19	Hot Air Blower	1 No.
20	Industrial Vacuum Cleaner	1 No.
21	Equipment for digging kaccha / pakka, bitumen roads for attending underground faults	As per requirement
22	Complete set of all sizes of double ended, Ring, Tubular & box spanners	1 Set each
23	Complete set of all sizes of screw drives	1 Set

24	Heavy duty insulated hand gloves suitable for working voltage of 22kV/11KV system	3 Set
25	Safety Belts/ harness	1 No.
26	Heavy duty dry cell or rechargeable (without acid) torches.	2 No.
27	First aid box with recommended medicine	1 No.
28	Safety gloves	4 No.
29	Reflective Jacket	4 No.
30	Safety rope and Belt as per site requirement	2 No.
31	Insulated Cutting plier	1 No.
32	Torque Wrench	1 Set
33	8 feet Aluminum Ladder	1 No.
34	Electric Concrete Breaker	1 No.
35	11KV Safety Hand Gloves	1 Pair
36	HT Insulation Mat	4 Sqmt.
37	Tarpaulin 8feet x 5feet 200 GSM	02 No.
38	Electric Shock & Treatment Frame of suitable size	04 No.
39	Cotton, Hosiery general Cotton Waste Chindi	50 KG

Note: Tools and tackles shall be arranged and maintained by Contractor. In addition to the above, if any material is required for smooth functioning of the system, which is not mentioned in the list, the same shall be arranged by the contractor at their own cost.

**Signature & Seal of Firm**

-/sd  
**Executive Engineer (E)**  
**Deendayal Port Authority**

## ANNEXURE – IV

Assets	Sub Station
Transformer	315KVA
APFC Panel	01)100A MCCB 02)6A MCB for Metering control 03)05 Nos Capacitor, 50KVAR
LT Panel	01)02 Nos. Cable Alley 02)160Amp MCCB Spare 03)125A MCCB High Mast 04)02 Nos 63Amp ELCB(One in Spare) and 03 Nos 32 Amp MCB, 02 Nos 63Amp ELCB(One in Spare) and 03 Nos 32 Amp MCB 05)63A ELCB, 03 Nos.32A MCB, 03 Nos 40Amp MCB, 06)125A MCCB Terminal Building 07)125A MCCB Fire Line 08) 02 Nos 63Amp ELCB(One in Spare) and 03 Nos 32 Amp MCB, 02 Nos 63Amp ELCB(One in Spare) and 03 Nos 32 Amp MCB
Shore Power DB	630A MCCB
Load breaker Switch Panel	12KV/630A
DG Set	250 KVA
Fire Extinguisher	01)01 Nos. 6Kg 02)01 Nos. 4.5Kg

### Miscellaneous Assets

#### Shore Power Panel

- 400A MCCB.
- Energy Meter.
- 100A MCCB.
- 63A MCB.
- 2 x 63A Plug Socket.
- 01 Nos Shore Power Female Socket 400A.

#### Approach Road DB

- 01 Nos MCCB 160Amp.
- 01 Nos MCB 63Amp.
- 02 Nos. MCB 40Amp.
- 01 Plug Socket 63Amp.
- 02 Nos Plug Socket 16Amp.

#### Fire Panel

- 100A MCCB.
- 125A MCCB.
- 32A MCB.
- One Spare Chamber.
- Cable Alley.

There are approximate 147 Nos. Street Light Pole and 03 Nos. High Mast Tower also cover all electrical installation like Terminal Building, Minor buildings, Fire Pump house, WB Cabins, Terminal Gate etc.

**Annexure - V**

**EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_  
\_\_\_\_\_ (authorization letter issued by the firm with my specimen signature  
and passport size photo and adhaar card are enclosed) have visited the site on \_\_\_\_\_  
\_\_\_\_\_ with DPA representative Shri \_\_\_\_\_, (Designation)  
\_\_\_\_\_ for the work of “Annual Maintenance Contract for HT & LT Electrical  
Installation at the RoRo Terminal at Hazira” and inspected the site and other issues related to  
tender to my satisfaction.

<b>Seal, name and signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit through mobile video conferencing.</b>	<b>Seal, name and signature of XEN(E)/ AXEN (E)</b>

**Approved Make List for Electrical Items**

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



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

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

Note:

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

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

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

**Signature & Seal  
of Contractor**

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

## **SPECIAL TERMS AND CONDITIONS**

1. **Time Schedule:** The Maintenance Contract shall be for 24 months from the date of issue of Work Order. The AMC may be extended for further period of up to 12 months by DPA with the same rate, terms & conditions with mutual consent.
  2. The Site visit is compulsory for the work and according, after the site visit, the Form as per Annexure-V, shall be filled & get signed from the concern of DPA. And upload with the bid, failing which the bid will be disqualified. 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.
  3. DPA will award the work to the bidder whose bid has been evaluated to be techno – commercially responsive and the lowest evaluated amount bid.
  4. The rates should be quoted in figures and words both. In case of difference in figure & words, the rate mentioned in words will be considered.
  5. The firm shall affix SEAL along with SIGNATURE in the Offer.
  6. The work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer in-Charge.
  7. **Payments Terms:**  
100% monthly payment shall be released on submission of bill as per actual along with necessary supporting documents in the prescribed format along with invoice in triplicate after inspection & certification of the same by Third Party Inspection Agency.  
All payments shall be made in Indian rupees unless specifically mentioned.
  8. Payment will be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
  9. **Shortfall of staff:**  
In case of any shortfall in deployment of maintenance staff at the site of work mentioned in the scope of the work, a penalty amounting to ₹1000/- per day for Site-in-Charge, ₹800/- per day for Electrician, ₹700/- per day for Wireman and ₹500/- day for Helper, shall be deducted from the monthly bill of the contractor.
  10. **Restoration of HT/LT power supply:**  
In case, the contractor fails to restore the power supply within stipulated time period of 4 hrs after intimation from Engineer-in-Charge or his authorized representative (through mobile/text message/email or through any other mode of communication) except for major breakdown like cable fault/ transformer fault/ HT fault, DGVCL incomer failure; the Penalty of ₹3000 per hour will be levied till the restoration of power.
  - 12 **Restoration of Jetty/Terminal upto walk way Illumination**  
In case, the contractor fails to restore the Illumination within stipulated time period 2 hrs after intimation from Engineer-in-Charge (through mobile/text
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message/email or through any other mode of communication) except for major breakdown like cable fault/ transformer fault/HT fault, DGVCL incomer failure the penalty of ₹500 per hour shall be levied till the restoration of the Illumination.

Two-wheel vehicle breakdown: For any reason if vehicle got under breakdown for any reason penalty of ₹.1000 per day will be imposed till commission of vehicle.

Android Cell Phone shall be available at the site always round the clock, for ease of communication for any reason if the Android cell phone non operational due to switched off or hanged/damaged, penalty of ₹500 per day will be imposed till it put into the commission.

- Shortfall of consumables As per scope of work the quantity of Consumables shall be maintain & same should be re-couped and to be deposited in Terminal Store every month (i.e. 1st week of every month). The said consumable will be issued on production of Requisition by contractor duly signed by DPA/on behalf of DPA representative. If the consumable is not maintained by Contractor the penalty amounting to Rs: 100/- per one week per item after that double the rate will be charged per item per week till the consumable not updated in Terminal store.

Tools and tackles During the inspection if any instruments mentioned above Scope of Work (**ANNEXURE – III**) , which required to be kept by the contractor during the contract period as per the tender condition, are not available, penalty at the rate of Rs.: 100/- per instrument per day and Rs. 50/- per tool per day and part thereof the payment will be recovered from the contractor till the time the tools are brought back by the contractor.

- 13 The contractor shall not deposit any materials at such a place that may cause inconvenience to the public or staff or nearby offices.
  - 14 The Contractor shall execute the work in such a way that not to cause inconvenience to the public or staff or nearby offices and not to cause hindrance to traffic. Necessary barricading shall be done by the contractor at his own cost, if required.
  - 15 All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for the purpose of execution of work shall have to be arranged by the contractor at his own cost and storing of such tools, plants etc. shall have to be made by him.
  - 16 Any material to be used in maintenance, shall be as per the approved make list.
  - 17 Correction, if any, should be signed / initialed by the contractor. White ink correction will not be allowed and lead to rejection of the bid.
  - 18 All the rules and regulations, governing DPA, will be applicable.
  - 19 After completion of the work, the site should be neatly cleaned by the contractor.
  - 20 The contractor shall ensure not to cause any damages to the port/Terminal
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properties in the vicinity of work site during the execution of the work. If any damage occurs due to workmen/ machinery of the contractor, the contractor has to make good the loss / damage at his cost.

- 21 For Entry & exist of material and contractor personnel, pass shall be arranged by the contractor.
  - 22 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 the necessary compliance as per Goods & Service Tax, 2017. All the other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Income-Tax deductions and surcharge 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.

The rates, quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.
  - 23 All the work shall be carried out to the entire satisfaction of Engineer in Charge.
  - 24 If for any work, Power shutdown is required, then it shall be in coordination with Terminal Operator and the period of shutdown shall be minimum and the shutdown plan shall be got approved from the EIC.
  - 25 In the event of dimension figures upon a drawing differing from those obtained by measuring drawings shall be referred to the Chief Mechanical Engineer, whose decision shall be final and binding upon the Contractor.
  - 26 The Contractor shall submit the coloured three sets Hard copy of approved asset of HT & LT Panels, and other ancillaries such as tentative cable routes, circuit diagram of LT installation layout, plans of wiring with technical literature and soft copy and also three sets of as made drawing on completion of work along with tracing.
  - 27 While carrying out the work of electrical nature, the Contractor shall adhere to the provisions of the Indian Electricity Rules, 1956 and as amended from time to time and shall not violate any Regulations, which he will be solely responsible.
  - 28 The work shall be programmed in such a way that the electric supply to the existing installations is not disturbed to the extent possible keeping in view of the work of cutting existing cables, making straight joints and terminating cable ends in the feeder pillar, switchgear etc. shall be carried out within the shortest possible shut down periods to instruction.
  - 29 Armouring of the PVC-A-PVC / XLPE armoured cables shall be effectively earthed at the termination glands and connecting to the nearest earth point. The tail end shall be taped with PVC adhesive tape appropriate colour.
  - 30 The cable to be supplied by the Contractor shall be in standard length and straight joint shall be avoided.
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- 31 Necessary marking and lettering giving details of the circuits, cables etc. shall be carried out on the pedestal and LT panels as per the directions given.
  - 32 All the supporting framework of the DB/LLP and other equipment shall be painted with two coats of primer and two coats of finishing paints of grey shade no 631 of IS: 5 after proper surface Cleaning, de-greasing, chemical cleaning as per the recommendation of the manufacturer.
  - 33 Caution board written in three languages, one being the regional language, shall be fixed or displayed to indicate danger and supply pressure according to the Indian Electricity Rules 1956 wherever the supply is at 440 Volts and above.
  - 34 Necessary cable route indicators and cable joint indicators shall provide at an interval of 100 Meters approximately.
  - 35 The Contractor has to provide the materials and equipment's of following make as per the approved list attached.
  - 36 The contractor shall study the local working conditions at the site of work before tendering and no claim what-so-ever shall be entertained.
  - 37 The work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-Charge.
  - 38 The electrical installation shall conform to all currently applicable ISI specification such as IS: 732, IS: 3043, IS: 2309, IS: 3045 etc. with up to date amendments including relevant IEC regulation and Indian Electricity rules 1956 with up to date amendment.
  - 39 Necessary earthing of wiring, Load Panel, etc. set will be carried as per the IE rule & Act.
  - 40 The Tenderers shall quote the rate for AMC for the period of 24 months.
  - 41 All the existing wiring, as per specification & LED fittings shall be as per original or higher wattage capacity .
  - 42 Queries about the Technical Data  
The Engineer-in-Charge will clarify queries on the Technical Data.
  - 43 Instructions  
The contractor shall carry out all instructions of the Engineer or his nominee which comply with applicable laws where the site is located.
  - 44 Safety  
The Contractor shall be responsible for the safety of all activities on the Site.
  - 45 Quality Control Identification of Defects  
The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.
  - 46 Employer's right of Rejection:  
The employer shall reserve the right to reject a part portion or consignment thereof within
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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.

**47 Removal of Rejected goods:**

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Executive Engineer(E ) may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Executive Engineer (E ) may selector dispose off 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.

**48 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.

**49 Approvals:**

The Executive Engineer(E) 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 Executive Engineer(E ) for approval. Any corrections to be suggested by Executive Engineer(E) in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

**50 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.

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

**1. Site order Book:**

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

**2. Hindrance Register:**

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by

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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.

52 Valid Electrical Contractor license: The Contractor shall have valid Electrical Contractor's license for carrying out Electrical work of the nature involved in this tender obtained from Chief Electrical Inspector I.M. & P Department, Government of Gujarat without which the tender shall not be accepted. The 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 Chief Electrical Inspector, I. M. & P. Department, Government of Gujarat or equivalent authority from the other States/Central Government.

53 Guarantee:

29.1 The guarantee period shall be valid up to 06 (Six) months against supply & Installation.

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

29.3 The Board shall promptly notify the Contractor in writing of any claim arising under this guarantee. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board. If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

54 The contractor shall not deposit any materials at such a place that may cause inconvenience to the public or staff or nearby offices.

55 The Contractor shall execute the work in such a way that not to cause inconvenience to the public or staff or nearby offices and not to cause hindrance to traffic. Necessary barricading shall be done by the contractor at his own cost if required.

56 For the purpose of measurements, the method prescribed in standard code of measurements of the concern work shall be applicable.

57 All tools, plants, scaffolding ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.

58 All the rules and regulations governing DPA will be applicable.

59 After completion of the AMC work, the site should be neatly cleaned by the contractor.

60 The contractor shall ensure not to cause any damages to the properties in the vicinity of work site during execution of work. If any damage occurs due to workmen/ machinery of

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the contractor, the contractor has to make good the loss / damage at his cost.

61 All the work shall be carried out to the entire satisfaction of Engineer in Charge.

62 Electrical work shall be completed as directed by Civil Engg Department.

**Signature & Seal of Contractor**

**Executive Engineer  
Deendayal Port Authority**