

DEENDAYAL PORT AUTHORITY

ISO 9001:2008 | ISO 14001 | ISPS COMPLIANT PORT



MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO. EL/AC/2832

"Comprehensive Maintenance Contract for HT & LT electrical installation at the RoRo Terminal at Ghogha"

Executive Engineer (E)
Electrical Division
Deendayal Port Authority,
Ground Floor,
Nirman Bhavan,
New Kandla – 370 210.

Email:- electrical.division@deendayalport.gov.in
xenedpa@gmail.com

CONTENTS OF TENDER DOCUMENT

Bid Reference No. EL/AC/2832

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DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO.EL/AC/2832

Name of work	Comprehensive Maintenance Contract for HT & LT electrical installation at the RoRo Terminal at Ghogha												
Estimated cost put to tender	₹ 49,14,480.00/-												
Tender fee :	<p>Rs. 5000 + 900 (GST) Present rate of GST is 18% Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification- 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 7 in Section IV) in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – C</td><td>Manufacturing</td></tr><tr><td>Division – 33</td><td>Repair and installation of machinery and equipment</td></tr><tr><td>Group - 331</td><td>Repair of fabricated metal products, machinery and equipment</td></tr><tr><td>Class – 3314</td><td>Repair of electrical equipment</td></tr><tr><td>Sub Class - 33140</td><td>Repair of electrical equipment</td></tr></table>	Level	Description	Section – C	Manufacturing	Division – 33	Repair and installation of machinery and equipment	Group - 331	Repair of fabricated metal products, machinery and equipment	Class – 3314	Repair of electrical equipment	Sub Class - 33140	Repair of electrical equipment
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Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

EMD	<p>₹ 49,145/- (Rupees Forty Nine Thousand one hundred forty five only) Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled & signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – C</td><td>Manufacturing</td></tr><tr><td>Division – 33</td><td>Repair and installation of machinery and equipment</td></tr><tr><td>Group - 331</td><td>Repair of fabricated metal products, machinery and equipment</td></tr><tr><td>Class – 3314</td><td>Repair of electrical equipment</td></tr><tr><td>Sub Class - 33140</td><td>Repair of electrical equipment</td></tr></table>					Level	Description	Section – C	Manufacturing	Division – 33	Repair and installation of machinery and equipment	Group - 331	Repair of fabricated metal products, machinery and equipment	Class – 3314	Repair of electrical equipment	Sub Class - 33140	Repair of electrical equipment
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Last date of downloading	29/05/2025 upto 16:00																
Last date and time of submission of E-tender	29/05/2025 upto 16:00 only On Website https://dpa.nprocure.com :																
Date and time for opening of E- tender	29/05/2025 at 16:15 hrs																
Downloading websites	https://dpa.nprocure.com , http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in .																
Corrigendum, if any, will be placed on websites only.																	

-Sd/-
Executive Engineer (E)
Deendayal Port Authority

NOTICE INVITING ONLINE TENDER

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Nirman Bhavan, Ground Floor, New Kandla-(Kutch)-370210
Tender Notice No.	EL/AC/2832
Name of Project	"Comprehensive Maintenance Contract for HT & LT electrical installation at the RoRo Terminal at Ghogha"
Name of Work	"Comprehensive Maintenance Contract for HT & LT electrical installation at the RoRo Terminal at Ghogha"
Estimated Contract Value (INR)	₹ 49,14,480.00/-
Period of Completion (in Months)	24 months from the date of issue of work order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Pre-Qualifying Criteria:	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least ₹14.74 Lakh (Excluding GST) Certified by Chartered Accountant. The UDIN should be mentioned in the certificate.</p> <p>b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed works each costing not less than the amount equal to ₹ 19.65 Lakh(excluding GST)</p> <p>Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to ₹ 24.57 Lakh(excluding GST).</p> <p>Or</p> <p>iii) One similar completed work costing not less than the amount</p>

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

equal to ₹39.31 Lakh(excluding GST).

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

The available bid capacity will be calculated as under:

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

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

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

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

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

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

IMPORTANT:

- (i) The value of annual turnover is not to be considered towards —A as mentioned in the formula.
- (ii) The information may be provided as per the format given at Section XI

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

Note:

- (i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, **should be highlighted.**
- (ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant with UDIN should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. **The statement should be signed by the Chartered Accountant with UDIN.**

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

	<p>(iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p> <p>(E) The contractor shall have valid electrical contractor's license and electrical supervisor license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p> <p>(F) Upload duly signed document given at Section-VI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-VI, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid.</p>										
Similar Work Definition	AMC/CMC/ARC for 11 KV or above Electrical Distribution work including Industrial Lighting work in any Government/PSU/private or any other reputed organization.										
Joint Venture Rebate	Not Allowed Not applicable										
Bid Document Fee:	<p>Rs. 5000 + 900 (GST)= 5900/- Present rate of GST is 18% (non-refundable)/- (Five Thousand Nine Hundred Only)</p> <p>Through online transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 7 in Section IV) in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – C</td><td>Manufacturing</td></tr> <tr> <td>Division – 33</td><td>Repair and installation of machinery and equipment</td></tr> <tr> <td>Group - 331</td><td>Repair of fabricated metal products, machinery and equipment</td></tr> <tr> <td>Class – 3314</td><td>Repair of electrical equipment</td></tr> </tbody> </table>	Level	Description	Section – C	Manufacturing	Division – 33	Repair and installation of machinery and equipment	Group - 331	Repair of fabricated metal products, machinery and equipment	Class – 3314	Repair of electrical equipment
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Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

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Bid Document Fee Payable To:	<p>Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 7 in Section IV) failing which the bid shall be considered non-responsive in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – C</td><td>Manufacturing</td></tr><tr><td>Division – 33</td><td>Repair and installation of machinery and equipment</td></tr><tr><td>Group - 331</td><td>Repair of fabricated metal products, machinery and equipment</td></tr><tr><td>Class – 3314</td><td>Repair of electrical equipment</td></tr><tr><td>Sub Class - 33140</td><td>Repair of electrical equipment</td></tr></table>		Level	Description	Section – C	Manufacturing	Division – 33	Repair and installation of machinery and equipment	Group - 331	Repair of fabricated metal products, machinery and equipment	Class – 3314	Repair of electrical equipment	Sub Class - 33140	Repair of electrical equipment
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Bid Document Downloading Start Date	14/05/2025												
Bid Document Downloading End Date	29/05/2025 up to 16:00 Hrs.												
Date & Place of Pre Bid Meeting	N.A.												
Last Date & Time for Receipt of Bids	29/05/2025 @ 16:00 Hrs.												
Bid Validity Period	120 Days												
Condition	<p>(1) Tender Fee: Rs. 5000 + 900 (GST)= 5900/- Present rate of GST is 18% (non- refundable)/- (Five Thousand Nine Hundred Only)</p> <p>Through online transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.</p>												

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

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2) **EMD: ₹ 49,145/-** (Rupees Forty-Nine Thousand one hundred forty-five only)

Through online transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.

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Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

	<p>Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee are received electronically or having exemption for above by submitting MSME Certificate of above NIC Code.</p> <p>However, for the purpose of realization, bidder shall send the same in original to EE(E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Executive Engineer (E), Electrical Division, Nirman Bhavan, Ground Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening without fail, without which the bid shall be treated as non-responsive.</p>
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.
Bid Opening Date	Technical Bid will be opened on 29/05/2025 @ 16:15 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>b. EMD -As indicated above.</p> <p>c. Tender fee - As indicated above.</p> <p>d. Documents Mentioned in Eligibility Criteria.</p> <p>e. Bid Security Declaration form (In case of MSE).</p>
Officer- Inviting Bids:	Executive Engineer (E), Electrical Division, Nirman Bhavan, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Executive Engineer (E)
Address:	Executive Engineer (E), Electrical Division, Nirman Bhavan, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	Executive Engineer (E), Electrical Division, Nirman Bhavan, Ground Floor, New Kandla-(Kutch)-370210
Corrigendum, if any, will be placed on websites only.	

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

(n) Code Solutions-A division of GNFC Ltd.,
(n) Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmadabad – 380054 (Gujarat)

Contact Details:

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

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

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

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

E-mail: nprocure@gnvfc.net

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

-Sd/-

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

SECTION – I

INSTRUCTION TO BIDDERS

A. GENERAL

1. Scope of Bid

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

1.2 The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

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

3. Eligible Bidders

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

3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".

3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.

3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

4.1 The Bidders shall fulfil the following pre-qualification criteria: -

Sr. No	Particulars	Supporting Documents
(a)	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least ₹ 14.74 Lakh (Excluding GST) Certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant with UDIN.
(b)	Experience of having successfully completed	(a) A copy of the completion certificate in

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

	<p>similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to ₹ 19.65 Lakh(Excluding GST). Or</p> <p>(ii) Two similar completed works each costing not less than the amount equal to ₹ 24.57 Lakh(Excluding GST). Or</p> <p>(iii) One similar completed work costing not less than the amount equal to ₹ 39.31 Lakh(Excluding GST).</p>	<p>respect of the successfully completed similar work.</p> <p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:-</p> <ol style="list-style-type: none"> 1) Name of Contractor 2) Name of Work 3) No. of work order/agreement and date 4) Contract value 5) Contract period 6) Date of commencement of work 7) Date of completion 8) Value of Work executed during the contract period/original contract period 9) Date of issue of completion certificate. <p>c). In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.</p>
(C)	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.</p> <p>The available bid capacity will be calculated as under: Assessed</p> <p>Available Bid capacity = $A \times N \times 2 - B$, Where,</p> <p>"N" = Number of years prescribed for completion of the subject contract.</p> <p>"A" = Maximum value of works executed in any one year during last seven years (at current price level).</p> <p>"B" = Value at current price level of existing commitments and on-going works to be completed in the next 'N' years.</p> <p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>	

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	Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
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	<p><u>IMPORTANT:</u></p> <p>(i) The value of annual turnover is not to be considered towards —A as mentioned in the formula.</p> <p>(ii) The information may be provided as per the format given at Section XI.</p>							
(d)	<p>In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><u>Note:</u></p> <p>(i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>							
(e)	<p>The contractor shall have valid electrical contractor's license and electrical supervisor license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p>							
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(g)	Similar works means				AMC/CMC/ARC for 11 KV or above Electrical Distribution work including Industrial Lighting work in any			

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

		Government/PSU /private or any other reputed organization.
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4.2 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. Valid Electrical Contractor License issued by respective State / Central Govt. (Without uploading of Valid Electrical Contractor License bid will be considered irresponsible)**
- h. EMD Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate **along with Bid Securing Declaration Form (Section IV)** in preliminary bid.

Level	Description
Section – C	Manufacturing
Division – 33	Repair and installation of machinery and equipment
Group - 331	Repair of fabricated metal products, machinery and equipment
Class – 3314	Repair of electrical equipment
Sub Class - 33140	Repair of electrical equipment

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

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

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

5. One Bid per Bidder

5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified. The bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

6. Joint Venture (Not applicable)

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

7. Cost of Bidding

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

8. Site Visit

8.1 The Site visit is compulsory for the work and same should be filled and upload in the bid failing which the bid will be disqualified of the said contractor. The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

B. Bidding Documents

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-19:

Invitation for Bids (NIT)

Bid Reference No. EL/AC/2832

- | | | | |
|---|------------------------------|---|---|
| • | NIT | : | Invitation for Bids |
| • | Section I | : | Instruction to Bidders |
| • | Section II | : | General Conditions of Contract |
| • | Section III | : | Special Conditions of Contract |
| • | Section IV | : | Forms of Bid |
| • | Section V | : | Scope of Work & Technical Specifications |
| • | SECTION V(Annexure-I) | : | Bill of Quantities |
| • | Section VI | : | Evidence Towards Site Visit |
| • | Section VII | : | Approved Make List for Electrical Items |

9.2 The bidding documents shall be downloaded. The documents should be completely filled and

submitted through on line E – Tendering process.

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

10. Clarifications of the Bidding Documents

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

10.2 Pre-Bid meeting – Not Applicable

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on XX/XX/2025 @ 16:00 hrs at Old Board Room, A.O Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.

10.2.3 Pre – Bid clarifications will be uploaded in <https://dpa.nprocure.com>, www.deendayalport.gov.in or www.eprocure.gov.in website without disclosing source of enquiry.

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

10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.

10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

i) Bid Security i.e. EMD and Tender Fees **along with Bid Securing Declaration Form for MSE's (Section IV)**

ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid :

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

13. Bid Prices

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

13.2 The prices shall be quoted inclusive of all Taxes, Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work. All other duties, taxes, cesses applicable if any, shall be borne by the contractor

14. Currencies of Bid and Payment

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

15. Bid Validity

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

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing.

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

16. Bid Security

16.1 EARNEST MONEY DEPOSIT (EMD)

The tender shall be accompanied by Earnest Money Deposit of : ₹ **49,145/-** (Rupees Forty Nine Thousand one hundred forty five only) Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate **along with Bid Securing Declaration Form (Form 7 in Section IV)** in preliminary bid in order to become eligible for exemption from payment of EMD. It may be noted that exemption certificate issued by any other authority will not be entertained.

Level	Description
Section – C	Manufacturing
Division – 33	Repair and installation of machinery and equipment
Group - 331	Repair of fabricated metal products, machinery and equipment
Class – 3314	Repair of electrical equipment
Sub Class - 33140	Repair of electrical equipment

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 10 of SECTION IV) as per the tender clause and executing the agreement (in Form9 of SECTION IV) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

(b) Bid Security i.e. EMD will be forfeited if: **Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years, if:**

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

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

19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by Office E-Mail to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by Office E-Mail to the Employer.

19.3 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.

D. Submission of Bids.

20. Submission of Bids

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

(n) code Solutions,A
Division of GNFC, 301
GNFC Infotower,
Bodakdev, Ahmedabad. Tel.
91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hardcopies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of Executive Engineer (Electrical) on same day & time of opening of the tenders.

20.1 The envelopes shall be addressed to:

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

(b) bear the following identification:

Accompaniments for "Comprehensive Maintenance Contract for HT & LT electrical installation at the RoRo Terminal at Ghogha"

Bid reference No **EL/AC/2832**

Name and address of the bidder.

21. Deadline of Submission of the Bids

21.1 Bids must be received by the employer in On-Line System at websites <https://dpa.nprocure.com> not later than 16:00 Hrs on 29/05/2025.

21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://dpa.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the

one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://dpa.nprocure.com> websites shall prevail.

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

E. Bid Opening and Evaluation

24. Bid Opening

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

25. Clarification of Bids

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

26. Examination of Bids and Determination of Responsiveness

- 26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid
 - (a) Has been properly digitally signed,
 - (b) Meets the eligibility criteria defined
 - (c) Is accompanied by the required Bid security and tender fees;
 - (d) is responsive to the requirements of the Bidding documents.
 - (e) GST to be quoted invariable by bidder.
- 26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.
- 26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27. Evaluation and Comparison of Bids

- 27.1 The employer will evaluate and compare only the Bids determined to be responsive.
- 27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.
- 27.3 If in the opinion of Engineer In Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

F. Award of Contract

28. Award Criteria

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

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

However prospective bidder(S) may raise query relating to bidding conditions, bidding process and/or rejection of its bids. The reasons for rejecting a tender or non-issuing tender to a prospective bidder will be disclosed where written enquiries are made by concerned bidder.

30. Letter of Award:

The Chief Mechanical Engineer will issue the Letter of Award (Form No.8) intimating the successful bidder about the proposed pre-acceptance of tender.

31. Notification of Award and Signing of Agreement

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Award") the contract amount, completion period of the work, etc will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Award). The agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

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

- i) The successful Bidder will be required to execute an agreement at his expense on three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 9) for the due and proper fulfilment of the contract within 14 days (national Bid) 28days (Global bid) from the date of Letter of Award.

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

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

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

33. Performance Security

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

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of BG/FDR/Digital Transfer within 21 days, on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 01 year from completion of work with related to defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) The Deendayal Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The bank guarantee towards performance guarantee cum security deposit will be accepted from any nationalized bank/scheduled bank (Except co- operative bank) having its branch at Gandhidham.
- 4.1) It is the responsibility of bidder to ensure that the BG should remain valid for 60(Sixty) days beyond the date of completion of all contractual obligation of the concern contract including defect liability period.
- 5) The Deendayal Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.

34. Issue of Work Order

(This clause is superseded by Clause No. 1 under Special Conditions, Section-III)

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall twenty Four (24) months from the date of issue of Work Order. The contract period is extendable to a period of up to Six months on the same rate, terms and condition on mutual consent.

36. Corrupt or Fraudulent Practices

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

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

(i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

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

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

**Signature & Seal
Of Contractor**

**Sd/-
Executive Engineer (E)
Deendayal Port Authority**

SECTION – II
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- **“Employer”** means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
 - **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
 - **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Award, Contract Agreement and the work order.
 - **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.
 - **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
 - **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
 - **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
 - The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
 - The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
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- The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- **"Approved" or "Approval"** shall mean approval in writing.
- **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- **"Day"** are calendar days, **"months"** are calendar months
- **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- **"Material"** 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.

2. Use of Contract Document :

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

3. Change Orders :

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

- Increase or decrease or split the quantity of work included in the contract,
 - Omit any such work,
 - Change the character, quality or kind of any such work,
 - Change the dimensions of any such work,
 - Change in Location
-

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

4. Resolution of Dispute

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

4.2 Jurisdiction of Courts :

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

5. Force Majeure:

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

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

6. Compliance with Statutes, Regulations:

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

7. Payment Terms:

(This clause is superseded by Clause No. 2 under Special Conditions, Section-III)

All payments shall be made in Indian rupees.

(I) In respect of tender for Comprehensive Maintenance Contract (Changes to be made as per nature of the Work)

- i. 100% RA bill on monthly basis after obtaining report of TPI (TPI will be appointed by DPA).

II) In respect of lump sum work (Changes to be made as per nature of the Work)

NOTE:

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

Bank Payment Agreement Form

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

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance:

(This clause is superseded by Clause No. 3 under Special Conditions, Section-III)

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

- a) Loss of or damage to the works, plan and materials
- b) Loss of or damage to New/existing equipment
- c) Loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
- d) Personal injury or death
- e) High Height work at about 15m maximum

8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.

8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

8.4 All the materials shall stand insured from the time of arrival at site till commencement of

erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9. Time Extensions(Not Applicable):

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

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

10. Time is the essence of the contract:

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

11. Liquidated Damages:

(This clause is superseded by Clause No. 4 under Special Conditions, Section-III)

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

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

11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.

11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.

11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD upto ten percent (10%) of the contract value and forfeit the security deposit made by the contract, besides getting the work completed by other means at the risk and cost of the contractor.

11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations:

(This clause is superseded by Clause No. 10 under Special Conditions, Section-III))

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of Annexure-I Part B:

The overall as well as individual variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13. Acceptance: (This clause is superseded by Clause No. 11 under Special Conditions, Section-III))

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the worksite.

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

14. Guarantee:

14.1 The warranty period shall be valid up to six months for the new material used during contract with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

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

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

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

15 Taxes:

GST Clause:

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

Deduction of Income Tax & GST

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

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

Deduction of Income-Tax:

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.

Tax: 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. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

16. Deduction:

16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the RoRo Terminal, Ghogha property shall be promptly made good by the Contractor of his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

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

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment: (PPE)

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

20. Conduct:

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

21. Accident:

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC. However, DPA will not responsible for any such accident, injuries or any harm.

22. Watch and ward:

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

23. Termination:

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

23.1.1 if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;

23.1.2 if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

23.6 Fundamental breaches of contract include, but shall not be limited to the following:

- The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
 - The contractor becomes bankrupt.
 - The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
 - If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent
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practices in competing for or in the executing the contract.

- For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
- 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.
- Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

24 Arbitration Clause:

- 24.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- 24.2 It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- 24.3 It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- 24.4 It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- 24.5 It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 24.6 It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- 24.7 It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as

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

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

25 Indemnification:

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

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

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

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

27 Delegation

The Engineer-in-Charge may delegate any of the duties and responsibilities to other Officers / officials after notifying the Contractor and may cancel any delegation after notifying the Contractor.

28 Communications

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

29 Personnel:

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

29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person

leaves the Site within seven days and has no further connections with the work in the Contract.

30 Employer's Obligation

- (i) Electricity for testing of electrical equipment at Ghogha terminal, and drinking water shall be provided on Free of cost subject to availability or Necessary arrangements has to be borne by contractor.
- (ii) The employer will not provide accommodation, during the tenure of contract. However, suitable accommodation will be provided at Substation-1 for day to day activity.
- (iii) Obtaining clearance from any statutory authority, such as liasoning with state electricity board, electrical inspector will be under the scope of contractor.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31 Queries about the Technical Data

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

32 Approval by the Engineer-in-Charge.

The Contractor shall submit the make of material, equipment's, specifications for proposed Work to the Engineer-in-Charge, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge approval shall not alter the Contractor's responsibility for the work.

33 Discoveries

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

34 Access to the site

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

35 Instructions

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

36 Safety

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

Quality Control

37 Identification of Defects

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

38 Correction of Defects

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

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

39 Uncorrected Defects

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

40 Employer's right of Rejection:

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

41 Removal of Rejected goods:

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may 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.

42 Use of Contract Document:

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

43 Memorandum of Settlement:

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

44 Deviations:

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

45 Approvals:

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

46 Third Party Inspection:

(This clause is superseded by Clause No. 5 under Special Conditions, Section-III)

- i. The Third Party Inspection Agency shall be arranged by DPA and the charges will be borne by DPA.
- ii. The Third Party Inspection Agency will carry out approval all material, inspection at works/site,
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms**.

47 Bar Chart

(This clause is superseded by Clause No. 8 under Special Conditions, Section-III)

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

48 Engagement of Labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

49 Police verification of contract labour

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all Contract Labourers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire RoRo Terminal, Ghogha area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

• **Submission of Labour Reports by Every Fortnight:**

The contractor shall submit monthly report, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers employed by him on the work.
 2. Their working hours.
 3. The wages paid to them.
 4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them.
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5. The number of female works who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay.

• **No Labour Below 14 Years:**

No labour below the age of 14 (fourteen) and above 60 (Sixty) years shall be employed on the work.

50 Registers to be maintained at site:

1. Site order Book:

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

2. Hindrance Register

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

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

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

52 Tools & Tackles:

(This clause is superseded by Clause No. 6 under Special Conditions, Section-III)

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

53 Indian Dock Safety Regulations:

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

54 Valid Electrical Contractor License and Electrical Supervisor Certificate:

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

The contractor shall engage a person having valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt, under whose supervision electrical work will be carried out.

55 Action where no Specifications are specified:

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

56 Undertaking by the Contractor:

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

57 Fraudulent documentation by bidders:

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in case the port shall resort to forfeiture of EMD (of any) / SD/ BG of the bidder, apart from blacklisting the firm for the next 3 years.

**Signature & Seal
of Contractor**

**-Sd/-
Executive Engineer (E)
Deendayal Port Authority**

SECTION –III SPECIAL CONDITIONS

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

1. Issue of work order (The clause No. 34 of Section-I is replaced as under)

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

Sr. No.	Description	Time period for submission
1	Duly signed agreement along with the required documents.	14 days from the date of receipt of LOI
2	Performance guarantee of appropriate value and in format, prescribed.	21 days from the date of receipt of LOI
3	Bringing the tools & tackles on site mentioned in the Annexure-III of Section V.	21 days from the date of receipt of LOI
4	Submission of the staff profile as per Annexure-1 and Clause no.8(I) of Section V.	21 days from the date of receipt of LOI
5	Photo ID card issued by the contractor in respect of the staff engaged by the contractor & Bank Account no of each member of the staff.	21 days from the date of receipt of LOI
6	Bringing the required consumables from Annexure-I (Part-B) of Section V based on requirement.	21 days from the date of receipt of LOI
7	Copy of insurance applicable in tender	21 days from the date of receipt of LOI
8	Policy Verification Certificate of the staff engaged by the contractor as per the tender condition	21 days from the date of receipt of LOI
9	List of material to be supplied & its make mentioned in Annexure-I (Part-B) B of Section V obtain approval of EIC	21 days from the date of receipt of LOI
10	Copy of RC Books & relevant documents of vehicles to be submitted by the contractor during the contract period	21 days from the date of receipt of LOI

2. Payment Terms:

(The Clause No. 7 of Section –II is replaced as under)

- (a) Monthly running bill account payment will be made on production of invoice of material, labour and along with TPI report.
- (b) The Monthly payment will be paid on actual as per Section – V, PART(A) of Item No. 02 amount has been freeze ₹.60000 on higher limit of materials and contractor has to bid Section – V, PART A of Item No. 01 regarding deployment of staff amount and all miscellaneous charges attribute to work. Based on which percentage rate tender has been worked out. However, the amount of ₹.60000 is the sealing w.r.t. Section – V, Part – A (Item. No. 02) and the amount of Item No. 02 as per actual.

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

Documents to be submitted	
1	Duly filled applicable maintenance schedule filled up and complete in all respect with a specific certificate from concerned EIC that the maintenance work has been carried out by the contractor is satisfactorily.
2	Duly filled in labour report for the billing period
3	Statement showing the name employees engaged during the billing period, Designation, minimum monthly pay (basic pay + DA) as declared by the central government time to time and actual monthly pay paid.
4	A copy of the bank statement or passbooks showing the corresponding amount of payment credited during the billing period. The salary is mandatory to be credited in the bank account of the staff engaged by the contractor on before 7 th date of each month.
5	TPIA certification of billing period.
6	Compliance of the observations, if any, raised by TPIA during previous bill.
7	A certificate that PPE kit has been provided to the staff engaged by the contractor.
8	Copy of insurance policy (To be given only once except in case of extension or renewed insurance policy)
9	A certificate mentioning about any change in the staff engaged during the billing period. If any changes in staff has been made, the staff profile as per Clause no 8 of Section -V and their police verification certification are required to be submitted.
10	Submission of muster roll of the billing period mentioning the name of staff engaged by the contractor. The muster roll should match with the attendance sheet. This will be the base for ascertaining pay and overtime of staff.
11	A certificate duly signed by EIC that the register required as per clause no. 7 (a) of section- V of Section VI has been prepared and updated by the contractor in all respect during the billing prepared.

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

Note:

- (i) 1st RA bill will be accepted for payment only after receipt of the required material as per site
- (ii) The payment of final bill will be released subject to handing over the complete healthy asset of Ghogha terminal as been handed over to the contractor during work execution. However, contractor has to maintain register of the complete asset while entering the contract.

3. Insurance:

(The Clause No. 8 of Section-II is replaced as under)

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

- loss or damage to equipment
- loss or damage of property (for the works & materials) in connection with contract.
- Personal injury or death.
- High Height work at about 15m maximum

4. Liquidated Damages/Penalties:

(The Clause No. 11 of Section-II is replaced as under)

• Shortfall of staff

In case of any shortfall in deployment of maintenance staff at site of work mentioned in the scope of work, a penalty amounting to ₹2000/- per day for Site-in-Charge, ₹1000/- per day for Electrician, ₹1000/- per day for Wireman and ₹900/- day for Helper shall be deducted from the monthly bill of contractor. The above Staffs shall give their attendance 80% of each category on every month, failing which suitable action will be initiated by EIC.

• Restoration of HT & LT power supply:

In case, the contractor fails to restore the power supply within stipulated time period of 2 hrs. after intimation from Engineer-in-Charge (through mobile/text message/email or through any other mode of communication) except for major breakdown like cable fault/ transformer fault/ VCB fault, PGVCL incomer failure, the Penalty of ₹3000 per hour will be levied till the restoration of power. (for example if power restore after 2Hrs, penalty will be 2 X 3000= 6000 rupees).

• Restoration of Jetty/Terminal upto walk way Illumination

In case, the contractor fails to restore the Illumination within stipulated time period 4 hrs after intimation from Engineer-in-Charge (through mobile/text message/email or through any other mode of communication) except for major breakdown like cable fault/ transformer fault/ VCB fault, PGVCL incomer failure the, penalty of ₹1000 per hour shall be levied till the restoration of 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 always round the clock, for ease of communication for any reason if the Android cell phone get switched off or hanged/damaged penalty of ₹500 per day will be imposed till put in 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 Clause No. 52 , 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.

5. **Third Party Inspection(Not Applicable):**

(The Clause No. 46 of Section-II is replaced as under)

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

6. **Tools & Tackles:**

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

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

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

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

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

10 **Variation**

(The Clause No. 12 of Section-II is replaced as under)

Where the quantity supplied/miscellaneous work by the contractor is exhausted during the currency of the contract and if any requirement arises prior to completion of the contract, variation in Quantities of Part "B" of BOQ shall be considered by DPA. The overall as well as individual variations shall be $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

11 **Acceptance**

(The Clause No. 13 of Section-II is replaced as under)

Cluase No. 13 of Section – II is not applicable in Maintenance Work.

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal
at Ghogha.

**Signature & Seal of
Contractor**

**-Sd/-
Executive Engineer (E)
Deendayal Port Authority**

SECTION IV

FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

NOS. OF FORMAT	NAME OF FORMS/FORMAT
1.	Form of application
2.	Pre-qualification of bidders
3.	Format for declaration
4.	Letter of authority for submission of bid
5.	Exceptions & Deviations
6.	Specimen EMD (Bank Guarantee Format)
7.	Bid security declaration form (For MSEs)

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
8.	Letter of Award
9.	Agreement form
10.	Specimen bank guarantee of Performance Guarantee / Security Deposit
11.	Letter of authority from bank for all BGs
12.	Format of Extensions (Part – I)
13.	Format of Extension (Part-II)
14.	Certificate to be issued by Third Party Agency on their Letter Head
15.	Certificate to be issued by Manufacturer on their letter head

Form -1

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The Executive Engineer (E)

Deendayal Port Authority

(Address _____)

Pin Code: _____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a)** we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
 - (b)** we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(EL/AC/2832)**
 - (c)** our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
 - (d)** If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
 - (e)** No Joint Venture / Joint Venture.
-

(f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

I. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

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

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Firm

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

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 24.**

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 years.	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information:

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

1. Existing commitments and on-going works.

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

2. Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

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

Form-3

SPECIMEN FORMAT FOR DECLARATION
--

(To be executed on bidder's Letter Head)

To. _____

(Project title)

Ref: _____

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

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.

(c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of n-procure is full and final for all legal/contractual obligations.

(f) We also declare that, our firm has not been banned / de-listed by any government or PSUs.

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

Date: _____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

Form-4

SPECIMEN LETTER OF AUTHORITY FOR

SUBMISSION OF BID

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

To

The

Dear Sir,

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

Form-5

<u>EXCEPTIONS AND DEVIATIONS</u>

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

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

Note: however, the Bidders may note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

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

Date on_____day of_____,_____ [insert date of signing]

Specimen EMD (Bank Guarantee Format)(Not Applicable)

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

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code : SBIN0060239

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

Date:

Tender Guarantee No.:

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

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

(a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

(b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

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

(a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

(b) If the Tenderer is not the successful Tenderer, upon the 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]

(Applicable for MSME's)

Form-7

FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)

Bid Security Declaration Form

Date: _____ Tender No. _____

To (insert complete name and address of the Employer/ Purchaser)
I/We. The undersigned, declare that:

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

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)
Name: (insert complete name of person signing the Bid Securing Declaration)
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

Form-8

LETTER OF AWARD FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. _____ (Name of Work)

Ref : Your bid dated _____ And _____ (list the correspondence with the Bidder)

Dear Sirs,

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

The Engineer-In-Charge for this work shall be Mr. _____.

Agreed Schedule date of commencement of the work is _____ and Schedule date of completion of the work is _____. Total Contract Price is Rs. _____.

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

Yours Faithfully,

(Signature of the controlling Officer)

CHIEF MECHANICAL ENGINEER

DEENDAYAL PORT AUTHORITY

SPECIMEN CONTRACT AGREEMENT

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

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

This agreement made of this _____day of

_____.Two Thousand between the Board of Deendayal Port Authority a body corporate under Major Port Authorities Act, 2021 having its Administration Office Building at Gandhidham(Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

and_____(Name and address of all the partners if a partnership

with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of

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

WHEREAS the Contractor has agreed to deposit the Performance securitydeposit @ 10 % of contract price amounting to Rs._____

_____. In following manner for the due fulfillment of all the conditions of the contract.

(1) Rs._____ paid in form of BG/FDR/Digital Transfer, No. _____, date_____ issued by_____ (to be submitted within 21 daysof issue of LOI)

2)Balance amount of Rs._____to be recovered from works bills.

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS: -

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

2. The following documents shall be deemed to form and read as construed part of this agreement viz.:

i) Notice inviting tender.

ii) Technical specifications.

iii) Special conditions of contract.

iv) Tender submitted by the Contractor.

v) The Board's "Drawing".

vi) The schedule items of work with quantities and rates.

vii) Any correspondence made between the Superintendent Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.

viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.

ix) BG/FDR/Digital Transfer for security deposit.

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

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

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract. IN WITHNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

1. Name & Address_____Signature of Contractor

Seal

2. Name & Address_____

Seal

Signed, sealed and delivered by Shri_____on behalf of the Board in presence of

1. _____

2._____

(Chief Mechanical Engineer)

Deendayal Port Authority

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

1._____

Secretary

2._____

Deendayal Port Authority

Form-10

SPECIMEN BANK GUARANTEE TOWARDS PERFORMANCE

GUARANTEE/SECURITY DEPOSIT

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

To,

The Board of Deendayal Port Authority,

A.O. Building, P.O. Box No.50,

Gandhidham-Kutch.

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

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

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

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

us for making such payment

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

(i) Name of Beneficiary's Bank is State bank of india, Gandhidham.

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

(iii) Bank Account No. of Beneficiary is 10316591671. Date day _of
_____20

For (Name of Bank)

(Name) Signature

Form-11

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

Name of signature of Bank Officer

Deendayal Port Authority
Form of application by the Contractor for seeking
extension of time

Part - 1

1. Name of Contractor
 2. Name of work as given in the agreement
 3. Agreement No.
 4. Estimated amount put to tender
 5. Date of commencement of work as per agreement
 6. Period allowed for completion of work as per agreement
 7. Date of completion stipulated in agreement
 8. Period for which extension of time has been given previously:
 - (a) 1st extension vide O.O's No. Dated Month Days
 - (b) 2nd extension vide O.O's No. Dated Month Days
 - (c) 3rd extension vide O.O's No. Dated Month Days
 - (d) 4th extension vide O.O's No. Dated Month DaysTotal extension previously given.
 9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
 10. Period for which extension is applied for
 11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - a) Serial No.
 - b) Nature of hindrance
 - c) Date of Occurrence
 - d) Period for which it is likely to last
 - e) Period for which extension required for this particular hindrance
 - f) Overlapping period if any, with reference to item.....
 - g) Net extension applied for
 - h) Remarks, if any.
-

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

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

Month.....Days

12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.

14. Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer.....

Signature of Contractor

Dated

Form-13

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME

PART II

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

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

Signature of Divisional Officer

Dated:

(To be filled in by the Executive Engineer)

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

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

and justification for extension recommended.

3. Executive Engineer's recommendations:

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Dy. HOD

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

(Applicable in case of Procurement of Equipment)

**(CERTIFICATE TO BE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER
HEAD)**

To,

M/s. Deendayal Port Authority,

Kandla (Kutch)

Gujarat, INDIA.

This is to certify that the (name of equipment) designed, manufactured and supplied to Deendayal Port Authority are conforming with the Quality Assurance and Standards as per proven design and Model No. / Drawings submitted by M/s _____ in the Tender No. _____ of Deendayal Port Authority.

Signature & Seal of Authorized

Representative of Classification Society.

Form-15

(Applicable in case of Procurement of Equipment)

(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,

M/s. Deendayal Port Authority,

Kandla (Kutch)

Gujarat, INDIA.

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No._of the Tender No. (insert tender no.) of Deendayal Port Authority.

Signature & Seal of Authorized

Representative of the Manufacture

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

PART B

AS & WHEN REQUIRED MATERIALS SHALL BE BROUGHT AS PER SITE REQUIREMENTS WHICH IS ON URGENCY, AS WILL BE DIRECTED BY THE EIC. ALSO, BEFORE COMMENCEMENT OF ANY MONTH, THE CONTRACTOR SHALL PLAN TO PURCHASE THE CONSUMABLE ITEMS WITH THE APPROVAL OF EIC.

Sr. No.	Item description	Quantities	Rate(Each)	Total Amount
1	11kV single pole resin cast Potential Transformer as per existing site requirement/directed by EIC	06 No.	15000	90000
2	11kV single pole resin cast Current Transformer as per existing site requirement/directed by EIC	03 No.	12000	36000
3	TNC Switch	02 No.	2000	4000
4	Epoxy Insulator for HT Panel	04 No.	300	1200
5	SIEMENS VCB Breaker Closing Coil	01 No.	3000	3000
6	SIEMENS VCB Breaker Tripping Coil	01 No.	3000	3000
7	VCB Panel Analog Ammeter of size 96mm X 96mm	01 No.	700	700
8	VCB Panel Analog Voltmeter of size 96mm X 96mm	01 No.	700	700
9	Panel Indication Lamp	10 No.	45	450
10	11kV Fuse for VCB Potential Transformer	05 No.	2000	10000
11	Bus Bar Heat shrink tape(9m x 25mm) OR Higher	05 No.	1000	5000
12	Bus Bar Spout	03 No.	2000	6000
13	11KV Anti tracking Spray(250ml and above)	05 Tin	1500	7500
14	Contact Cleaner(250ml and above)	20 Tin	750	1500
15	Panel Control Fuses(2A to 16A)	20 No.	70	1400
16	11KV Indoor end termination kit upto 3Cx150sqmm Aluminium XLPE Cable	02 No.	8000	16000
17	11KV Outdoor end termination kit upto 3Cx150sqmm Aluminium XLPE Cable	04 No.	10000	40000
18	Dropout Fuses Outdoor Type	20 No.	7000	14000
19	Spares for Silent Generator of 320KVA Kirloskar- Quantity – 01			
19a	Air Filter As per original	02 No.	3000	6000
19b	Oil Filter As per original	02 No.	2500	5000
19c	Coolant	10 ltr.	100	1000
19d	DG Battery 24v, 150AH	04 No.	14000	56000
19e	Battery Cable with Lug	02 Set	600	1200
19f	Engine Starter overhauling	02 No.	1800	3600
19g	Kirloskar Engine Oil	100 ltr.	180	18000
19h	Fuel line nitrile rubber	05 mtr	60	300
20	Spares for Silent Generator of 160KVA Kirloskar- Quantity – 02 No.			
20a	Air Filter As per original	02 No.	2800	5600
20b	Oil Filter As per original	02 No.	2200	4400
20c	Coolant	10 ltr.	100	1000
20d	DG Battery 24v, 150AH	04 No.	14000	56000
20e	Battery Cable with Lug	02 Set	600	1200
20f	Engine Starter overhauling	02 No.	1800	3600
20g	Kirloskar Engine Oil	100 ltr.	180	18000

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

21	Spares for Silent Generator of 62.5KVA Kirloskar- Quantity – 01			
21a	Air Filter As per original	02 No.	2500	5000
21b	Oil Filter As per original	02 No.	2000	4000
21c	Coolant	10 ltr.	100	1000
21d	DG Battery 12v, 150AH	04 No.	12000	48000
21e	Battery Cable with Lug	02 Set	600	1200
21f	Engine Starter overhauling	02 No.	1800	3600
21g	Kirloskar Engine Oil	100 ltr.	180	18000
22	Spares for APFC Panel 300KVAR			
22a	Master Controller	01 No.	11500	11500
22b	50KVAR Capacitor Rectangular type heavy duty	01 No.	17000	17000
22c	20KVAR Capacitor	01 No.	12000	12000
22d	10KVAR Capacitor	01 No.	4050	4050
22e	3-Phase 60KVAR Capacitor Contactor	01 No.	9000	9000
22f	Capacitor Contactor Coil	01 No.	1400	14000
22g	HRC Fuses	03 No.	230	630
23	Spares for APFC Panel 110KVAR			
23a	Master Controller	01 No.	11500	11500
23b	20KVAR Capacitor	01 No.	12000	12000
23c	10KVAR Capacitor	01 No.	4050	4050
23d	3-Phase 20KVAR Capacitor Contactor	01 No.	4000	4000
23e	Capacitor Contactor Coil	01 No.	1400	14000
23f	HRC Fuses	03 No.	230	630
24	Spares for APFC Panel 80KVAR			
24a	Master Controller	01 No.	11500	11500
24b	20KVAR Capacitor	01 No.	12000	12000
24c	10KVAR Capacitor	01 No.	4050	4050
24d	3-Phase 20KVAR Capacitor Contactor	01 No.	4000	4000
24e	Capacitor Contactor Coil	01 No.	1400	14000
24f	HRC Fuses	03 No.	230	630
25	Spares for APFC Panel 40KVAR			
25a	Master Controller	01 No.	11500	11500
25b	20KVAR Capacitor	01 No.	12000	12000
25c	10KVAR Capacitor	01 No.	4050	4050
25d	3-Phase 20KVAR Capacitor Contactor	01 No.	4000	4000
25e	Capacitor Contactor Coil	01 No.	1400	14000
25f	HRC Fuses	03 No.	230	630
26	Spares Indoor Type Distribution Transformer 11KV/0.433KV, 630KVA ONAN			
26a	HT Bushing Packing	02 No.	1800	3600
26b	LT Bushing Packing	02 No.	900	1800
26c	Transformer Oil	50 ltr.	80	4000
26d	Silica Gel	02 KG	200	400
26e	Breather As per original	01 No.	1800	1800
26f	Transformer Gasket of rubber cork sheet As per original measurement	01 No.	3500	3500

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

26g	Temperature Gauge	NA		
27	Spares for Indoor Type Distribution Transformer 11KV/0.433KV, 100KVA ONAN			
27a	HT Bushing Packing	02 No.	1800	3600
27b	LT Bushing Packing	02 No.	900	1800
27c	Transformer Oil	50 ltr.	80	4000
27d	Silica Gel	02 KG	200	400
27e	Breather As per original	01 No.	1800	1800
27f	Transformer Gasket of rubber cork sheet As per original measurement	01 No.	3500	3500
27g	Temperature Gauge	NA		
28	Spares for Indoor Type Distribution Transformer 11KV/0.433KV, 200KVA ONAN			
28a	HT Bushing Packing	02 No.	1800	3600
28b	LT Bushing Packing	02 No.	900	1800
28c	Transformer Oil	50 ltr.	80	4000
28d	Silica Gel	02 KG	200	400
28e	Breather As per original	01 No.	1800	1800
28f	Transformer Gasket of rubber cork sheet As per original measurement	01 No.	3500	3500
28g	Temperature Gauge	NA		
29	Spares for Compact Substation Distribution Transformer 11KV/0.433KV, 315KVA ONAN			
29a	HT Bushing Packing	02 No.	1800	3600
29b	LT Bushing Packing	02 No.	900	1800
29c	Transformer Oil	50 ltr.	80	4000
29d	Silica Gel	02 KG	200	400
29e	Breather As per original	01 No.	1800	1800
29f	Transformer Gasket of rubber cork sheet As per original measurement	01 No.	3500	3500
29g	Temperature Gauge	NA		
30	Spares for Distribution LT Panel 14Ways			
30a	1000A ACB Closing Coil, Make: Schnider	01 No.	6290	6290
30b	DIN HRC fuse 160A 415V AC Size 00	03 No.	400	1200
30c	DIN HRC fuse 100A 415V AC Size 00	03 No.	378	1134
30d	DIN HRC fuse 63A 415V AC Size 00	03 No.	366	1098
30e	SFU 415V 50Hz AC 200A TP Panel Mounting Type	01 No.	7710	7710
30f	SFU 415V 50Hz AC 400A TP Panel Mounting Type	01 No.	13530	13530
30g	Panel Type Voltmeter 0 to 500V	01 No.	400	400
30h	Panel Type Ampmeter 0 to 1000A	01 No.	510	510
30i	Voltmeter Selector Switch	02 No.	200	400
30j	Panel Indication Lamp	06 No.	170	1020
30k	MCCB C Curve 250A, 50Ka, 415V, 50Hz AC	01 No.	16000	16000
31	Spares for Distribution LT Panel 15Ways			
31a	DIN HRC fuse 160A 415V AC Size 00	03 No.	400	1200
31b	DIN HRC fuse 100A 415V AC Size 00	03 No.	378	1134
31c	DIN HRC fuse 63A 415V AC Size 00	03 No.	366	1098
31d	SFU 415V 50Hz AC 200A TP Panel Mounting Type	01 No.	7710	7710

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

31e	SFU 415V 50Hz AC 400A TP Panel Mounting Type	01 No.	13530	13530
31f	Panel Type Voltmeter 0 to 500V	01 No.	400	400
31g	Panel Type Ampmeter 0 to 1000A	01 No.	510	510
31h	Voltmeter Selector Switch	02 No.	200	400
31i	Panel Indication Lamp	06 No.	170	1020
31j	MCCB C Curve 400A, 50Ka, 415V, 50Hz AC	01 No.	27000	27000
32 Spares for Distribution LT Panel 17Ways				
32a	DIN HRC fuse 160A 415V AC Size 00	03 No.	400	1200
32b	DIN HRC fuse 100A 415V AC Size 00	03 No.	378	1134
32c	DIN HRC fuse 63A 415V AC Size 00	03 No.	366	1098
32d	SFU 415V 50Hz AC 200A TP Panel Mounting Type	01 No.	7710	7710
32e	SFU 415V 50Hz AC 400A TP Panel Mounting Type	01 No.	13530	13530
32f	Panel Type Voltmeter 0 to 500V	01 No.	400	400
32g	Panel Type Ampmeter 0 to 1000A	01 No.	510	510
32h	Voltmeter Selector Switch	02 No.	200	400
32i	Panel Indication Lamp	06 No.	170	1020
32j	MCCB C Curve 100A, 415V, 50Hz AC	01 No.	6000	6000
33 Spares for Distribution LT Panel 11Ways				
33a	DIN HRC fuse 160A 415V AC Size 00	03 No.	400	1200
33b	DIN HRC fuse 100A 415V AC Size 00	03 No.	378	1134
33c	DIN HRC fuse 63A 415V AC Size 00	03 No.	366	1098
33d	SFU 415V 50Hz AC 200A TP Panel Mounting Type	01 No.	7710	7710
33e	SFU 415V 50Hz AC 400A TP Panel Mounting Type	01 No.	13530	13530
33f	Panel Type Voltmeter 0 to 500V	01 No.	400	400
33g	Panel Type Ampmeter 0 to 1000A	01 No.	510	510
33h	Voltmeter Selector Switch	02 No.	200	400
33i	Panel Indication Lamp	06 No.	170	1020
33j	MCCB C Curve 200A, 415V, 50Hz AC	01 No.	12500	12500

General Electrical items which are to be removed as when failed at site with intimation to EIC, DPA Members and thereafter to install the new one as per site requirement and the old one is to be deposited at the site of DPA.

Sr. No.	Item description	Quantities	Rate	Amount
1	Single Pole MCB 16A C Curve	05 No.	376	1880
2	Two Pole MCB 32A C Curve	05 No	1225	6125
3	Four Pole MCB 40A C Curve legrand	05 No	3802	19010
4	RCCB Four Pole 63A, 100mA	05 No.	8622	43110
5	Hensel JB 17 inch x 11 inch with hinge & Cover having push button selector switch & ON/OFF indication	03 No.	2500	7500

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

6	Hensel JB with connector for 10 to 16 sqmm type with model DK 3535G	10 No.	2400	24000
7	Astronomical Timer	05 No.	1800	9000
8	Three Phase Contactor 60A	05 No.	4000	20000
9	Puff seal tin 250ml and above	20 No.	400	8000
10	PVC Tape in RYBB Color <i>1.80cmx7mx0.125mm</i>	50 No.	15	750
11	LED Street Light 70W Metal Housing	50 No.	2900	145000
12	LED Flood light 100W Metal Housing	20 No.	3500	70000
13	Swaged pole 6 meter size with JB and LED Street light 70W	15No	10500	157500
14	Wall Mounting Fan 400mm sweep	05 No.	2000	10000
15	Industrial Fan 24inch rewinding	10 No.	5000	50000
16	Exhaust fan 230mm rewinding	05 No.	2000	10000
17	Stainless steel screw of diff. sizes	10 KG	500	5000
18	Stainless steel Hardware	10 KG	700	7000
19	2.5 SQMM 3C Copper stranded flexible wire	100mtr	60	6000
20	New Earth Station with 3 mtr pipe in pipe GI 48mm and 76mm	05 No.	10000	50000
21	Lug 6 sqmm to 50sqmm	10 KG.	600	6000
22	Silver Paint	30 ltr	300	9000
23	1.1KVAC Surge protection three pole	20 No.	2400	48000
24	Driver LED light 70W	20 No.	250	5000
25	150W LED metal body fixture outdoor type	05 No.	4500	22500
26	Two Module Fan Regulator	10 No.	350	3500
27	SP 1 Module Switch	10 No.	170	1700
28	6A Socket modular type 3 pin	10 No.	254	2540
29	Four feet LED tube light 22W and above	40 No.	250	10000
30	Four feet LED tube light 40W and above	40 No.	500	20000

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

Note: Consumables shall be arranged and maintained by 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 arranged by the contractor at their own cost and will be reimburse by DPA on producing its invoice after approval of EIC.

Signature & Seal of Firm

-/sd
Executive Engineer (E)
Deendayal Port Authority

SCOPE OF WORK

It is a comprehensive Operation & Maintenance under which the fault shall be attended & rectified with the deployment of minimum one electrician and one helper in each shift i.e. 8 hours shift on 24X7 basis. 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 further period of one year on mutual consent and with same rates, terms & condition. The Contractor shall deploy qualified resources to successfully execute the task specified herein. The contract shall be purely comprehensive type with all the materials & labours.

The CMC includes Periodical, Preventive and Breakdown Maintenance, fault finding & its rectification, attending of breakdowns, routine testing and cleaning of all electrical equipment's at RoRo Terminal, Ghogha. For First one month all the lighting complaints relates to illumination of 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 are to be carried out.

The Scope of Work includes Opeartion & maintenance of all 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 Tower, 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 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 consumed at above site, the total monthly amount aggregated as ₹2,04,770.00 which includes salary of staffs as per latest ALC Wages and the material which is to be consumed on monthly basis, suppose if consumables reduces to any amount the same amount will be payable to the contractor after completion of each month, similarly the tools tackles and measuring instruments are in scope of contractor. Similarly, one two wheel of 100CC or above of 2024 RTO passing is to be arranged by contractor for movement of staff during urgency and it should remain at the site only. Contractor two wheeler shall be with fuel, time to time maintenance, insurance etc., is in the scope of the Contractor.

Work details: -

1. Maintenance of 11/0.433 kV Sub-stations and 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 Tower, 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, Ghogha is at Annexure – IV.
-

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

- 1.2 Contractor has to maintain Power factor of the complete installation by keeping check on all APFC Panel if any penalty imposed through PGVCL regarding PF said amount will be recovered from contractor RA bills. HT PGVCL Card issued by them on monthly basis for check of power consumption. 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, Ghogha.
- 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, etc.
- 1.4 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, 400 Watt LED flood lamp, choke, igniter, capacitor, 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.
- 1.6 Relay testing and checking the settings of 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 cost will be paid.
- 1.8 The contractor shall inform well in advance for taking power shut down as and when required for preventive/ periodical maintenance in order to intimate concerned Terminal Operator to enable them to make necessary arrangements during power shut down.

2. Breakdown Maintenance:

- 2.1 Under break down condition, fault /defect, once appeared/observed shall be identified, isolated, and rectified so that the failed equipment, machine, or system can be restored to an operational condition in a shortest possible time. However, defects which can be deferred for the regular periodic maintenance (provided it will not have any type of adverse effect on 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 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 Annexure-I (Part – B) shall be arranged and maintained by the contractor as per site requirement. However, minimum requirement of

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

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 will be plan accordingly as per site need. The lighting Material purchase by contractor should have guarantee of one year, in case of failure contractor will replace the same with free of cost. The stock is to be maintained same and invoices of each month shall be filed and verified by EIC. The deteriorated materials shall be handed over to DPA every month.

5. Vehicle for manpower and material:

Contractor shall arrange on its own cost a suitable Two wheeler of 100CC along with log book and same shall be maintained every month regarding plying of vehicle. Vehicle shall be of year 2024 RTO Passing with fuel and insurance all-inclusive to handle its manpower, material, tools & tackles. In case of any accident contractor will himself will responsible.

6. Providing 24x7 Communication aid:

The contractor shall provide one communication aids (Android Mobile) on 24 x 7 day basis for communication with the Site-In-Charge deployed at RoRo Terminal, Ghogha for ease of communication.

7. Documentation:

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

Maintenance (Planned /Preventive/ Breakdown) Register, Log Book for 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 will be the property of DPA. The Contractor will 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 technical and administrative matters. However, during break-down/power interruption/emergency, the contractor may deploy more manpower, without any additional cost to reduce the down time of equipment as per site requirement.

Contractor shall deploy a 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 after 3 consecutive warnings. 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 years' experience in the LT line.
Helper	8 th Pass with 1 year experience in HT/LT electrical installation in any reputed organization.

(II) Arrival & Departure of staff should be well-planned to up-keep the maintenance requirement on 24X7 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 No. 1 or as decided by Engineer-In-Charge for carrying out day to day, planned, preventive & breakdown maintenance of 11/0.433 kV substations in consultation Engineer-in-charge or his representative. If the Contractor requires additional staff on any day/days for 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 would be verified by Engineer

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In-charge, DPA or his nominated representative as and 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 Indian Standards, Indian Electricity Rule and Acts, as applicable should have knowledge of electrical and Industrial safety practices.
- (V) Contractor shall ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.
- (VI) If any of the staff member, appointed by contractor, is found to be 'not competent', he has to be replaced by a right person within a stipulated time (i.e. within a week period) as directed by Engineer In-charge. All the relevant documents pertaining to 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 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 time to time especially related to wages, other rules and norms requirement as found 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., Contractor will be responsible for any act of sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees.
- (IX) If any employee/ staff resigns, then the replacement will be provided within 15 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, Ghogha 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.

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Signature & Seal of Firm

-/sd
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 11 kV 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 topup.
 - b. Changing the gaskets at all locations as when leakage is found or the gasket is damaged or else yearly.
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- 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. Vacuum Circuit Breakers of 11 kV Substation

- A. Daily:
 - a. Check for load conditions on 3 phase, adjust relay settings, if necessary.
 - b. Examine the switchgear premises doors for general cleanliness.
- B. Weekly:
 - a. Check that auxiliary fuses are intact.
 - b. Visual inspection to see that mechanism is in operating condition.
 - c. See that all power/control circuit switches are closed.
- C. Monthly:
 - a. Air cleaning with blower.
 - b. Cleaning of circuit breaker body and bushings.
 - c. Tightening of nuts and bolts.
 - d. Checking breaker Operation (Local/Remote operation).
 - e. Check anti-condensation protection.
 - f. Check of motor control
 - g. Use of anti-corrosion spray where required.
- D. Half-yearly:
 - a. Complete servicing, oiling and greasing of all moving parts.
 - b. Operation and control of Auxiliary circuits.
 - c. Tripping of Breaker through Relay
 - d. Checking of Interlocking
 - e. Checking of Relay Tripping
 - f. Checks on specific operations.
- E. Yearly:
 - a. Checking contact resistance of Breaker main contact.
 - b. Mechanism checking and lubrication to all moving parts.
 - c. IR values of Power and Control 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.
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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):**

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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

-/sd

**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.

Sr. No.	Description	Quantity
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 1 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

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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 google	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 Glows	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 tool/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

List of Equipment at Ro-Ro Terminal, Ghogha:

The detail of installation of HT & LT Electrical Equipment, Distribution Transformer & Compact Substation at Ro-Ro Terminal, Ghogha are as below:

Substation No. 1

HT Panel:

HT Breaker	Circuit	Type of Feeder	Description
I/C		Incomer	11KV, 800A VCB HT Panel
O/G-1		Outgoing – 1	11KV, 800A VCB HT Panel (Cable to Substation No. 1, 630KVA Transformer, Main Terminal Building Area)
O/G-2		Outgoing – 2	11KV, 800A VCB HT Panel (Cable to Substation No. 2, 200KVA Transformer, Administration Building Area)
O/G-3		Outgoing – 3	11KV, 800A VCB HT Panel (Cable to Substation No. 3, 100KVA Transformer, Workshop Area)
O/G-4		Outgoing – 4	11KV, 800A VCB HT Panel (Cable to Substation No. 4, 315KVA Transformer, Link Span Area)
-		-	PT Compartment

Distribution Transformer:

630kVA, 11/0.433kV, Make: Sudhir.

LT Panel:

Sr. No.	LT Panel Incomer	Feeder Tag
1	Rating:	4 Nos. Main Bus Bar chamber
2	Incomer 1: 1000 Amp	Cable Alley
3	Incomer 2: 500 Amp	APFC Panel
4		Spare
5		High mast
6		3 Nos. Vacant Box
7		2 Nos. Busbar Alley
8		Metering I/C – 1
9		Incomer – 1
10		Ext.LDB – 2
11		Metering for B/C
12		Bus Coupler
13		SWT
14		Metering for I/C – 2
15		Incomer – 2
16		Cable Alley

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17		FWPH DB
18		Spare
19		MTB Raw Power DB – 1
20		MTB Raw Power DB – 2
21		MTB HVAC LDB – 1
22		Spare
23		Spare
24		MTB HVAC DB – 2
25		MTB LDB – 2
26		Bus Bar Alley

APFC Panel:

Sr. No.	Description
1	Capacitor Bank – 1, 50 KVAR (Auto/Off/man. Switch)
2	Capacitor Bank – 2, 50 KVAR (Auto/Off/man. Switch)
3	Capacitor Bank – 3, 50 KVAR (Auto/Off/man. Switch)
4	Capacitor Bank – 4, 50 KVAR (Auto/Off/man. Switch)
5	Capacitor Bank – 5, 20 KVAR (Auto/Off/man. Switch)
6	Capacitor Bank – 6, 10 KVAR (Auto/Off/man. Switch)
7	Capacitor Bank – 7, 50 KVAR (Auto/Off/man. Switch)
8	Capacitor Bank – 8, 20 KVAR (Auto/Off/man. Switch)

Diesel Generator Set:

320 kVA, Type: Outdoor,

Make: Kirloskar

Fire Extinguisher:

3 Nos. Fire Extinguisher 5 kg

1 No. Fire Extinguisher 6.5 kg

Substation No. 2

Distribution Transformer:

100kVA, 11/0.433kV, Make: Sudhir.

LT Panel:

Sr. No.	LT Panel Incomer	Feeder Tag
1	Rating:	03 Nos. Main Bus Bar chamber
2	Incomer 1: 200 Amp Incomer 2: 100 Amp	02 Nos. Cable Alley
3		APFC Panel

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4		Workshop Area Power DB
5		Spare
6		Spare
7		Vacant Box,
8		Busbar Alley
9		Metering for I/C – 1
10		Incomer – 1
11		Metering for B/C
12		Bus Coupler
13		Metering for I/C – 2
14		Incomer – 2
15		Bus bar Alley
16		Spare
17		Spare
18		Workshop LDB
19		Ext. LDB – 2
20		Spare
21		Spare
22		Ext. LDB – 03
23		Spare
24		Spare

APFC Panel:

Sr. No.	Description
1	APFC Relay
2	7 Nos. Capacitor (Auto/off/Man.), 80 KVAR Capacitor Bank

Diesel Generator Set:

62.5 kVA, Type: Outdoor,

Make: Kirloskar

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Fire Extinguisher:

3 Nos. Fire Extinguisher 5 kg

1 No. Fire Extinguisher 6.5 kg

Substation No. 3

Distribution Transformer:

200kVA, 11/0.433kV,

Make: Sudhir.

LT Panel:

Sr. No.	LT Panel Incomer	Feeder Tag
1	Rating:	03 Nos. Main Bus Bar Chamber
2	Incomer 1: 315 Amp	02 Nos. Cable Alley Both Side
3	Incomer 2: 250 Amp	APFC Panel
4		Admin Building HVAC DB
5		Spare
6		02 Nos. Vacant Box
7		02 Nos. Bus Bar Alley
8		Metering for Incomer – 1
9		Incomer – 1
10		Metering for Bus Coupler
11		Bus Coupler
12		Admin LDB
13		Metering for Incomer -2
14		Incomer – 2
15		Spare
16		Water Tower DB
17		Spare
18		Admin Building Power DB
19		Spare
20		Spare
21		Lighting DB in water tank room
22		Ext LDB – 4
23		Spare
24		Security Cabin & Police Station
25		Spare

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APFC Panel:

Sr. No.	Description
1	APFC Relay
2	05 Nos. Capacitor (Auto/Off/main), 40 KVAR Capacitor Bank

Diesel Generator Set:

160 kVA, Type: Outdoor,

Make: Kirloskar

Fire Extinguisher:

3 Nos. Fire Extinguisher 5 kg

1 No. Fire Extinguisher 6.5 kg

Substation No. 4

Compact Substation:

315kVA, 11/0.433kV Compact Substation, Type: Outdoor, Make: Kirloskar.

LT Panel (Installation inside Container):

Sr. No.	LT Panel Incomer	Feeder Tag
1	Rating:	3 Nos. Main Bus Bar Chamber
2	Incomer 1: 500 Amp	2 Nos. Cable Alley
3	Incomer 2: 315 Amp	APFC Panel
4		Pontoon PDB cum Shore Power
5		Spare
6		Vacant Box
7		Metering for I/C – 1
8		Incomer – 1
9		Metering for B/C
10		Bus Coupler
11		Metering for I/C – 2
12		Incomer – 2
13		2 Nos. Bus Bar Alley
14		Spare
15		Pontoon Pump load DB
16		Ext LDB
17		Spare
18		Spare
19		Spare
20		Spare

APFC Panel:

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Sr. No.	Description
1	APFC Relay
2	6 Nos. Capacitor (Auto/Off/Man), 110 KVAR Capacitor Bank

Diesel Generator Set:

160 kVA, Type: Outdoor,

Make: Kirloskar

Fire Extinguisher:

1 No. Fire Extinguisher 6.5 kg

The details of miscellaneous Electrical Installation at Ro-Ro Terminal:

Sr. No.	Miscellaneous	Description
1	Substation No. 1	External Lighting DB (1) 7 Nos. Single Pole 6A MCB (2) 1 No. Four Pole 25A ELCB
2	Substation No. 3	Street Light DB (1) 10 Nos. 3 Pole 32A MCB (2) Single Phase Digital Timer (3) 40A Contractor (4) 50A 4 Pole Main MCB Station Internal Lighting (1) 6 Nos. Single Pole 6A MCB (2) 1 No. 4 Pole 25A ELCB
3	Substation No. 4	Jetty Road Lighting DB (1) Main Incomer 63Amp MCB (2) 3 Nos. Pole 32Amp MCB (3) 2 Pole 25A ELCB
4	Workshop cum Driver's lounge & Canteen	Workshop cum Driver's lounge & Canteen (1) 1 No. main incomer 32A MCB (2) 3 Nos. 25A ELCB (3) 8 Nos. LED 70W (4) 12 Nos. Tube Light 20W (5) 2 Nos. wall mounted Fan Street Light DB (Workshop/ Canteen) (1) 1 No. 50A MCB Main Incomer (2) 10 Nos. 32A MCB (3) Timer 16A, Contactor 40A

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5	Fire Pump	(1) Metering Analog (2) 200A TP MCCB Main incomer (3) Vacant Box
		(4) Bus coupler (5) 20A DP MCB Diesel Engine Control Panel (DG Pump feeder) (6) 160A TP MCCB Main Pump (7) 63A TP MCCB Jockey Pump (8) Cable Alley
6	Lighting Installation	(1) There are approximately 167 Nos. of Street Light Poles with LED & HPSV Light Fittings. (2) 1 No. 30m High Mast Lighting Tower with 20 Nos. 2x400W LED Flood lights Conventional Light Fittings.

TERMS AND CONDITIONS

1. **Time Schedule:** The Maintenance Contract shall be for 24 months from the date of issue of Work Order. The CMC may be extended for further period of up to Six months by DPA with the same rate, terms & conditions with mutual consent.
2. The Site visit is compulsory for the work and same should be filled and upload in the bid failing which the bid will be disqualified of the said contractor. 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. Security Deposit @ 5% recovered from the bill and the SD can be released only after successful completion of 24 months' contract.
8. **Payments Terms:**
100% monthly payment shall be released on submission of bill 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.
9. Payment will be made by RTGS only after satisfactory completion of work and submission of duly signed bill.
10. The contractor shall not deposit any materials at such a place that may cause inconvenience to the public or staff or nearby offices.
11. 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.
12. All tools, plants, scaffolding, ladder etc. and other machinery etc. required temporary for

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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.

- 13 Any material to be used in maintenance shall be as per the approved make list.
- 14 Correction if any should be signed / initialed by the contractor. White ink correction will not be allowed and lead to rejection of quotation.
- 15 All the rules and regulations governing DPA will be applicable.
- 16 After completion of the work, the site should be neatly cleaned by the contractor.
- 17 The contractor shall ensure not to cause any damages to the port/Terminal properties in the vicinity of work site during execution of work. If any damage occurs due to workmen/ machinery of the contractor, the contractor has to make good the loss / damage at his cost.
- 18 For Entry & exit of material and contractor personnel, pass shall be arranged by contractor.
- 19 The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- 20 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.
- 21 All the work shall be carried out to the entire satisfaction of Engineer in Charge.

Signature & Seal of Firm

-/sd
Executive Engineer (E)
Deendayal Port Authority

SECTION VI

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 "Comprehensive Maintenance Contract for HT & LT
Electrical Installation at the RoRo Terminal at Ghogha" and inspected the site and other issues
related to tender to my satisfaction.

Seal, name and signature of the bidder	Name, designation and signature of DPA representative who assisted bidder during site visit through mobile video conferencing.	Seal, name and signature of XEN(E)/ AXEN (E)

SECTION VII

Approved Make List for Electrical Items

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

Comprehensive Maintenance Contract for HT & LT Electrical Installation at the RoRo Terminal at Ghogha.

	METERS	
19	ANALOG VOLT/AMPARE METER FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SLECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & 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 $\geq 10KV$ for fittings & internal Surge Protection for Driver of $\geq 4KV$, LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/ with LM-79,80 CERTIFICATION
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
34	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**

**-Sd/-
Executive Engineer (E)
Deendayal Port Authority**