

# DEENDAYAL PORT AUTHORITY



## MECHANICAL ENGINEERING DEPARTMENT

### ELECTRICAL DIVISION

#### **TENDER NO. EL/AC/2020**

Executive Engineer (Electrical)

Electrical Division

Deendayal Port Authority

Ground Floor,

Nirman Building, New

Kandla – 370 210.

Phone No. (02836) 270209/270342

Fax No. (02836) 270184/271010

---

# **CONTENTS OF TENDER DOCUMENT**

## **Bid Reference No. EL/AC/2020**

- **NIT** : **Invitation for Bids**
- **SECTION I** : **Instruction to Bidders**
- **SECTION II** : **General Conditions of Contract**
- **SECTION III** : **Special Conditions of Contract**
- **SECTION IV** : **Forms of Bid**
- **SECTION V** : **Scope of Work & Technical Specifications**
- **SECTION VI** : **Bill of Quantities**
- **SECTION VII** : **Approved Make List**
- **SECTION VIII** : **Bid Capacity Format**
- **SECTION IX** : **Site Evidence report format**
- **SECTION X** : **Insurance Surety Bond for Ernest Money Deposit  
(Form 23 A)**
- **SECTION XI** : **Insurance Surety Bond for Performance Guarantee  
(Form 8 A)**
- **SECTION X** : **Integrity Pact**

**DEENDAYAL PORT AUTHORITY**

**TENDER NOTICE NO. EL/AC/2020**

Executive Engineer (Electrical), DPA, New Kandla. Phone 02836-270209 / 270342 invites tender in Online E-tendering system for the work of **"Providing of HT cable from 66 KV substation to other dock area substation inside cargo jetty area."** Estimated Cost ₹ 3,80,49,647/- EMD ₹ 3,80,496/- Last date of downloading: 21/07/2025 up to 16:00 hrs. Last date and time of submission of E-tender only on website <https://tender.nprocure.com>.: on 21/07/2025 up to 16:00 Hrs. Date and time for opening of E-tender: 21/07/2025 at 16:15 hrs. Tender shall be downloaded from web site: <https://tender.nprocure.com>. and also available on <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 ON LINE TENDER**

Details about tender:

<b>Department Name</b>	<b>Mechanical Engineering Department</b>
<b>Circle/ Division</b>	<b>Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210</b>
<b>Tender Notice No.</b>	<b>EL/AC/2020</b>
<b>Name of Project</b>	<b>"Providing of HT cable from 66 KV substation to other dock area substation inside cargo jetty area."</b>
<b>Name of Work</b>	<b>"Providing of HT cable from 66 KV substation to other dock area substation inside cargo jetty area."</b>
<b>Estimated Contract Value (INR)</b>	<b>₹ 3,80,49,647/-.</b>
<b>Period of Completion (in Months)</b>	<b>10 months from the date of issue of work order.</b>
<b>Bidding Type</b>	<b>Open</b>
<b>Bid Call (Nos.)</b>	<b>One</b>
<b>Tender Currency Type</b>	<b>Single</b>
<b>INTIGRITY PACT</b>	<p>1) <i>The Employer / Authorized person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his /her signature thereof and then the same IP shall be uploaded by them on n-procure portal;</i></p> <p>2) <i>The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement (<b>as per format given in Section X</b>) in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the potential bidder shall uploaded the duly filled and signed IP Agreement on n-procure portal.</i></p> <p>3) <i>The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and potential bidders) shall be completed online. However, In case of any technical glitch due to which of any potential bidders is unable to upload the IP Agreement, then he/she shall be submit the hard copy of the duly filled, signed IP Agreement, to the Department concerned of DPA with in a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential bidders shall be treated as disqualified.</i></p>

Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria:	<p data-bbox="537 432 1333 495"><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b></p> <p data-bbox="537 527 1341 590">The Bidders shall fulfill the following pre-qualification criteria:</p> <p data-bbox="537 632 1403 810"><b>a) Average annual financial turnover during the last three years ending 31<sup>st</sup> March of the previous financial year should be at least ₹ 114.15 Lakhs. As certified by the Chartered Accountant. <b>UDIN should be mentioned in the certificate.</b></b></p> <p data-bbox="537 873 1403 1010"><b>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:</b></p> <p data-bbox="578 1104 1403 1220">i) Three similar completed works each costing not less than the amount equal to ₹ 152.20 lakhs <b>(excluding GST)</b></p> <p data-bbox="951 1272 984 1304">Or</p> <p data-bbox="578 1356 1403 1451">ii) Two similar completed works each costing not less than the amount equal to ₹ 190.25 Lakhs <b>(excluding GST)</b></p> <p data-bbox="951 1503 984 1535">Or</p> <p data-bbox="578 1566 1403 1661">iii) One similar completed work costing not less than the amount equal to ₹ 304.40 Lakhs <b>(excluding GST)</b></p>

- 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 information may be provided as per the format given at Section VIII.

(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 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,

	<p>work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. <b>The statement should be signed by the Chartered Accountant.</b></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> <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-IX towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-IX, 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> <p style="text-align: center;"><b>Similar work definition-</b></p> <p style="text-align: center;"><b>SITC of HT &amp; LT or above Electrical Distribution network with HT switchgears in any government/PSU/reputed private organization.</b></p>
<b>Joint Venture</b>	<b>Not applicable</b>
<b>Rebate</b>	<b>Not applicable</b>

**Bid Document Fee:**

**Rs. 5000 + 900 (GST)= 5900/-** Present rate of GST is 18% (non-refundable)/-(Five Thousand Nine Hundred 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.

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 6 in Section IV)** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

**Bid Document Fee  
Payable To:**

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-6 failing**



**which the bid shall be considered non-responsive** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

**Bid Security/ EMD (INR) :**

**₹ 3,80,496/- (Rupees Three Lakh Eighty Thousand Four Hundred Ninety Six 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 or **in form of Insurance Surety Bond as per format and condition in Form - 23A** 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-35109,43219 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 6 in Section IV)** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

Bid Security/ EMD (INR) In Favour Of:	<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 or <b>in form of Insurance Surety Bond as per format and condition in Form – 23A</b> 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 be come eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b> in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section - D</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Division - 35</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Group - 351</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Class - 3510</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Sub Class - 35109</td><td>Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.</td></tr> </tbody> </table>	Level	Description	Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group - 351	Electric power generation, transmission and distribution	Class - 3510	Electric power generation, transmission and distribution	Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.
Level	Description												
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY												
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY												
Group - 351	Electric power generation, transmission and distribution												
Class - 3510	Electric power generation, transmission and distribution												
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.												
Bid Document Downloading Start Date	20/06/2025												
Bid Document Downloading End Date	21/07/2025 up to 16:00 Hrs												
Date & Place of Pre Bid Meeting	26/06/2025 @ 15:00 Hrs at A.O. Building, Gandhidham												
Last Date & Time for Receipt of Bids	21/07/2025 @ 16:00 Hrs												
Bid Validity Period	120 Days												

Condition	<p>1) <b>Tender Fee : Rs. 5000 + 900 (GST)= 5900/-</b> Present rate of GST is 18% (non- refundable)/-(Five Thousand Nine Hundred Only)</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 <b>mentioned</b> 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 <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b> in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section - D</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Division - 35</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Group - 351</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Class - 3510</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Sub Class - 35109</td><td>Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.</td></tr> </tbody> </table> <p><b>2) EMD: ₹ 3,80,496/-</b> (Rupees Three lakh Eighty Thousand Four hundred Ninety Six only)</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer or <b>in form of Insurance Surety Bond as per format and condition in Form – 23A</b> 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 be come eligible for exemption from payment of Tender fee/EMD.Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b> in preliminary.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section - D</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Division - 35</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> </tbody> </table>	Level	Description	Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group - 351	Electric power generation, transmission and distribution	Class - 3510	Electric power generation, transmission and distribution	Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.	Level	Description	Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Level	Description																		
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY																		
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY																		
Group - 351	Electric power generation, transmission and distribution																		
Class - 3510	Electric power generation, transmission and distribution																		
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.																		
Level	Description																		
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY																		
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY																		

	Group - 351	Electric power generation, transmission and distribution
	Class - 3510	Electric power generation, transmission and distribution
	Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.
	<p><b>3) Integrity Pact-</b></p> <p>1) <i>The Employer / Authorized person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his /her signature thereof and then the same IP shall be uploaded by them on n-procure portal;</i></p> <p>2) <i>The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</i></p> <p>3) <i>The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and potential bidders) shall be completed online. However, In case of any technical glitch due to which of any potential bidders is unable to upload the IP Agreement, then he/she shall submit the hard copy of the duly filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential bidders shall be treated as disqualified.</i></p> <p><b>Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact (duly signed by p bidder and witness in proper format attached) and along with Bid Securing Declaration Form (Form 6 in Section IV) are received electronically.</b></p> <p>However, for the purpose of realization, bidder shall send the same in original to Executive Engineer (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, Ground floor, Nirman Building, 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	Hard copies of the all bid documents should reach within seven days from the date of opening of preliminary bid.	
Bid Opening Date	Technical Bid will be opened on 21/07/2025 @ 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	<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. Integrity pact duly signed by bidder and witnesses.</p> <p>e. Documents Mentioned in Eligibility Criteria.</p>	

through online	<b>f.</b> Bid Security Declaration form (In case of MSE).
Officer- Inviting Bids:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)- 370210
Bid Opening Authority :	Executive Engineer (E)
Address:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)- 370210
Contact Details :	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla (Kutch)- 370210 Phone: 02836-270209, 270342. Mob: 98252-27048 , Fax No. 02836 270184.
<b>Corrigendum, if any, will be placed on websites only.</b>	

**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, Ahmedabad - 380054 (Gujarat)

**Contact Details:**

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

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

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

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

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

**SECTION-1**  
**Instruction to bidders**

**A. GENERAL**

**1. Scope of Bid**

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.

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

**2. Source of funds**

The employer has arranged the funds from the prospective applicant under deposit scheme 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.

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

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

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 fulfillment of Minimum Qualifying criteria.

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

---

#### 4. Eligibility Criteria:

The Bidders shall fulfill the following pre-qualification criteria:

FINANCIAL		
Sr. No.	Particulars	Supporting documents
(a)	Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least ₹ 114.15 Lakhs. (Excluding GST)	Certificate should be issued by the Chartered Accountant. <b>UDIN should be mentioned in the certificate.</b>
TECHNICAL		
(b)	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to ₹ 152.20 lakhs (Excluding GST)</p> <p>OR</p> <p>(ii) Two similar completed works each costing not less than the amount equal to Rs. 190.25 Lakhs. (Excluding GST)</p> <p>OR</p> <p>(iii) One similar completed work costing not less than the amount equal to Rs. 304.40 Lakhs (Excluding GST)</p>	<p>a) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>b) A copy of work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certification should be issued on the letter head of the client and invariably reflect the following details:</p> <p>1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period/original contract period (9) Date of issue of completion certificate.</p> <p>2) In case the similar work has been executed for any private body, the bidder will be required to produce Form 26AS indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed of work. Along with the Form 26AS, 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> <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</p>

		<p>source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><b>IMPORTANT:</b>  <b>The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</b></p> <p><b>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.</b></p> <p><b>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</b></p> <p>d) The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p> <p>e) Upload duly signed document given at Section-IX towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-IX, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).</p>
--	--	--



(c)	Definition of similar work	SITC of HT & LT or above Electrical Distribution network with HT switchgears in any government/PSU/reputed private organization.
-----	----------------------------	--

d

Bid capacity

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 x N x 2 – B, Where,

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

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

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

Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

<u>Financial Year</u>	<u>2023-24</u>	<u>2022-23</u>	<u>2021-22</u>	<u>2020-21</u>	<u>2019-20</u>	<u>2018-19</u>
<u>Index</u>	<u>151.4</u>	<u>152.5</u>	<u>139.4</u>	<u>123.4</u>	<u>121.8</u>	<u>119.</u>
<u>Multiplying Factor</u>	<u>1.00</u>	<u>0.99</u>	<u>1.09</u>	<u>1.23</u>	<u>1.24</u>	<u>1.26</u>

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

IMPORTANT: a) The information may be provided as per the format given at Section- VIII.

- f. 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.
- g. 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.

- h. 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.
- i. 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.
- j. Duly filled Forms mentioned in Section – IV- Part – I.
- k. PAN, Registration with GST, Provident Fund Authorities.
- l. 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 **or in form of Insurance Surety Bond as per format and condition in Form – 23A** 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 6 in Section IV)** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

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

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate **along with Bid Securing Declaration Form (Form 6 in Section IV)** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

- n. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- o. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- p. Power of attorney (dully accompanied by resolution of Board in case of company).
- q. Qualifications and experience of key site management and technical personnel proposed for the contract.
- r. 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.
- s. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- t. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- u. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
- v. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

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. Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and forfeiture of EMD.

**6. Joint Venture (Not applicable as per Clause No. 1 under Special Conditions, Section-III)**

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

**7. Cost of Bidding**

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**

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

**B. Bidding Documents**

**9. Content of Bidding Documents**

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

---

A prospective bidder requiring any clarification of the bidding

Documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **Pre-Bid meeting**

The bidder or his official representative may attend pre-bid meeting to be held on 26/06/2025 @ 15:00 hrs. in the Chamber of CME 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.

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

Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.

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

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.

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

## **11. Language of Bid**

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

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

The bid submitted by the bidder shall comprise the following:

### **A) Technical Bid:**

- i) EMD, Tender fee, Bid Security declaration form( in case of MSEs) and Integrity Pact duly signed by the bidder and witness ( format attached)
- 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**

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.

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

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

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

### **15. Bid Validity**

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.

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

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

### **16. Earnest Money Deposit**

**EARNEST MONEY DEPOSIT (EMD) = Rs. 3, 80,496/- (Rupees Three lakh Eighty Thousand Four Hundred Ninety six only).**

- (i) The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer or in form of Insurance Surety Bond as per format and condition in Form – 23A 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 **Section IV)** in preliminary bid.

Level	Description
Section - D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division - 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class - 3510	Electric power generation, transmission and distribution
Sub Class - 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.

Such

Bidder shall upload the scanned copy of valid certificate 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. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

**a. EMD**

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 9) as per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

(ii) EMD will be refunded Suo-motto without any application from the Bidders.

(ii) 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 the EMD may be forfeited it: Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years and EMD may be forfeited, if:**

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

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

a) Sign the Agreement or

b) Furnish the required performance Guarantee

(iv) The bidder submits more than one bid

(V) If L-1 bidder failed to justify the abnormal rate quoted by them or rates not quoted considering ALC/CLC rate of labour prevailing at the time of bidding, offer of the L-1 bidder shall be rejected, EMD shall be forfeited.

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

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**

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

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

To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

**C. Submission of Bids**

**20. Submission of Bids**

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

(n) code Solutions,  
A Division of GNFC,  
301 GNFC Infotower,

---



Bodakdev, Ahmedabad.  
Tel. 91 79 26857316/17/18  
Fax: 91 79 26857321  
Mobile: 9327084190 / 9898589652.  
E-mail: [nprocure@gnvfc.net](mailto: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 hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of Executive Engineer (E) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

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

(b) bear the following identification:

Accompaniments for “Providing of HT cable from 66 KV substation to other dock area substation”

Bid reference No. EL/AC/2020

Name and address of the bidder.

## **21. Deadline of Submission of the Bids**

Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than 21/07/2025 up to 16:00 Hrs.

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

The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of

the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **22. Late Bids**

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

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

Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

No Bid can be modified after the last date for submission of Bids.

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

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

### **24. Bid Opening**

On the due date and time, the employer will first open Technical bids of all bids received including modifications.

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.

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.

The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in).

---

The price bid i.e., BOQ will be opened only those bids qualify technically.

## **25. Clarification of Bids**

To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including 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.

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.

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**

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 number to be quoted invariable by bidder.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

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**

The employer will evaluate and compare only the Bids determined to be responsive.

In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

---

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.

### **Award of Contract**

#### **28. Award Criteria**

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

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

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

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

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

#### **30. Letter of Intent:**

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

#### **31. Notification of Award and Signing of Agreement**

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

accordance with the provisions of tender condition.

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

### **32. Contract Agreement:**

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

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

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.

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

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

with hand writing should be avoided.

- viii) All corrections/ additions made in the agreement are to be initialed.

### **33. Performance Security**

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

- 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 or Insurance Surety Bond (Form 8 A) or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, 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 14 days from completion of defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 5) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of BG/FDR/Digital Transfer from any nationalized bank/scheduled bank (Except co- operative bank) having its branch at Gandhidham.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) BG submitted by the contractor should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the concerned contractor including Defect Liability Period.
- 8) The documentary evidence (copy of paid challan in government

treasury) of welfare cess @1%of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

**34. Issue of Work Order**

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

**35. Time Schedule**

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within Ten (10) months from the date of issue of work order.

**36. Corrupt or Fraudulent Practices**

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.
-

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

**Signature & Seal  
of Contractor**

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

---



**SECTION-II**  
**GENERAL CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS**

**1. Definitions**

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

- a. **"Employer"** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authority Act 1963, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
  - b. **"Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor's servants, agents and workers, personal representatives, successors and permitted assigns.
  - c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
  - d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
  - e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
  - f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
  - g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
  - h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
-

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

**2. Use of Contract Document:**

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

**3. Change Orders:**

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

- a. Increase or decrease or split the quantity of work included in the contract,
  - b. Omit any such work.
-

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

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

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

##### **b) Jurisdiction of Courts:**

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

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

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.

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

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

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

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

**7. Payment Terms: (Modified as per Clause No. 2 under Special Conditions, Section-III)**

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

---

**(I) In respect of tender for supply and installation (Changes to be made as per nature of the Work)**

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

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

- i) 95% payment after deducting 5% as retention money towards performance security **(Modified as per clause 1 of Special Condition – Section III).**

**NOTE:**

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

---

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

Signature of the bank manager with the seal.

**8. Insurance: (Modified as per Clause No. 3 under Special Conditions, Section-III)**

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

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

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.

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

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.

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

**9. Time Extensions:**

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

- i) Changes ordered by DEENDAYAL PORT AUTHORITY.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for

extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.

iii) Force Majeure.

iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

#### **10. Time is the essence of the contract:**

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

#### **11. Liquidated Damages:**

11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.

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

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

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

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

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

**12. Variations:**

**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.

**Variation in Quantities of Schedule – 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:**

Upon completion of work under this contract, the Board may accept the works and/or services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final “as built” drawings as per the contract agreement without which no work shall be treated as complete.

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

**14. Guarantee: (Modified as per Clause No. 4 under Special Conditions, Section-III)**

The warranty period shall be valid for minimum 5 years for supply with effect from the date of acceptance of the supply items unless

Otherwise specified in the scope of work/Special Conditions of Contract (SCC).

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.

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.

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

## **15 Taxes:**

### **GST Clause:**

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

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

### **Deduction of Income-Tax and GST:**

Income-Tax deductions and surcharge and GST+TDS under GST Act 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 (except GST) 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:**

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.

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

---

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

**17. Subcontracts:**

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

**18. Idle Charges:**

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

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

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

**20. Conduct:**

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

**21. Accident:**

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

**22. Watch and ward:**

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

AUTHORITY.

**23. Termination:**

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

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

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.

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.

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.

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

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

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process

---

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

- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

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

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

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

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

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

(III) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.

(IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

(V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said

disputes along with the notice seeking appointment of arbitrator.

(VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

(VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

(VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.

(XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

(XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **25. Indemnification:**

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

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

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

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

the Contractor in the role representing the employer.

**27. Delegation**

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

**28. Communications**

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

**29. Personnel:**

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.

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 (Modified as per Clause No. 5 under Special Conditions, Section-III)**

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

**31. Queries about the Technical Data**

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

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

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

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

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

**33. Discoveries**

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

**34. Access to the site**

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

**35. Instructions**

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

**36. Safety**

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

**Quality Control**

**37. Identification of Defects**

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

Charge or his nominee may instruct the Contractor to rectify the Defect.

**38. Correction of Defects**

The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the

Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

**39. Uncorrected Defects**

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

**40. Employer's right of Rejection:**

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

**41. Removal of Rejected goods:**

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

**42. Use of Contract Document:**

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

**43. Memorandum of Settlement:**

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



**44. Deviations:**

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined

by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, DEENDAYAL PORT AUTHORITY may consider such requests from the Contractor, provided the Contractor submits 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: (Modified as per clause no. 6 of SCC, Section-III)**

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

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

**47. Bar Chart**

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

#### **48. Engagement of Labour:**

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

#### **49. Police verification of Contract Labour:**

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

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

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer In Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

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

##### **a) Submission of Labour Reports by Every Fortnight:**

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

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.

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

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

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

**50. Registers to be maintained at site**

**1. Site order Book:**

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

**2. Hindrance Register**

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

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

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port

activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

---

**52. Tools & Tackles:**

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

**53. Hot work:**

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

**54. Indian Dock Safety Regulations:**

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

**55. Valid Electrical Contractor License and Electrical Supervisor Certificate (The clause is modified as per clause no.07 of SCC, Section-III)**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No. 18, 6 th 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. (This clause has also been included in pre-qualification criteria) The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6 th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

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

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

**57. Undertaking by the Contractor:**

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

**58. Labour License:**

The contractor will have to obtain necessary License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work.

**59. Fraudulent documentation by bidders:**

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

**Signature & Seal  
of Contractor**

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

## **SECTION –III**

### **SPECIAL CONDITIONS**

- 1. (These special conditions will supersede the General Condition and ITB wherever applicable.)**

Clause No. 6 of Instructions to Bidders (ITB), Section-I is not applicable.

- 2. The Clause No. 7 of General Condition of Contract (GCC), Section-II is modified and shall be read as under:**

#### **Payment Terms:**

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

- i. **Payment shall be release of** 70% of Supply item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition and after inspection & acceptance of material by DPA & Certification by Third Party Inspection Agency (TPIA).
- ii. 20% of supply item rate after completion of erection, installation, testing and commissioning, etc. and 90% of item rate for item covers only laying/fixing etc. & certification by Third Party Inspection Agency (TPIA).
- iii. 10% will be released after successful completion of whole work and handing over to DPA & certification by TPIA.

#### **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 co
- 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.

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

**Insurance:**

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

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

3.2 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.

3.3 During erection and till the work is completed and satisfactory taken over by the DPA 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.

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

**Guarantee:**

The guarantee shall be 12 (twelve) months, commence from the date of taken over after completion of the work.

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.

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

**5. The Clause No. 30 of General Condition of Contract (GCC), Section-II is modified and shall be read as under:**

**Employer's Obligation:** For execution of the work electricity will be provided free of cost to contractor as per DPA Norms.

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

**Third Party Inspection:**

DPA shall appoint the TPIA for monitoring the 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 will check and certify the same. Payment for subsequent RA bill may withhold if any quarries raised by TPIA are not complied by Contractor (under the scope of works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

**7. The Clause No. 55 of General Condition of Contract (GCC), Section-II is modified and shall be read as under:**

**Valid Electrical Contractor License and Electrical Supervisor**

**Certificate:** The contractor shall have valid electrical contractor's license issued by their respective state for carrying out electrical work of nature involved in this tender. The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6 th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

**8. Integrity Pact:**

The Employer / Authorized person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his /her signature thereof and then the same IP shall be uploaded by them on n-procure portal;

The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement (**as per format given in Section -X**) in the presence of a witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the potential bidder shall upload the duly filled and signed IP Agreement on n-procure portal.

The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and potential bidders) shall be completed online. However, In case of any technical glitch due to which of any potential bidders is unable to upload the IP Agreement, then he/she shall submit the hard



copy of the duly filled, signed IP Agreement, to the Department concerned of DPA with in a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential bidders shall be treated as disqualified.

9. The contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

**Signature & Seal  
Of Contractor**

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

**SECTION IV**  
**FORMS OF BID**

**Part – I**

**To be submitted by Bidders with their Bids**

NOS. OF FOMAT	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	Bid Securing Declaration Form

**Part – II**

**To be used by successful Bidder**

NOS. OF FORMAT	NAME OF FORMS/FORMAT
7	Letter of intent
8	Agreement form
9	Certificate of classification society
10	Certificate of manufacturer
11	Specimen bank guarantee of Performance Guarantee/Security Deposit
12	Letter of authority from bank for all BGs
13	Format of Extensions (Part – I)
14	Format of Extension (Part-II)

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To

The EXECUTIVE ENGINEER

DEENDAYAL PORT

AUTHORITY

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

\_\_\_\_\_

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

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

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

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

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

I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

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

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

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

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

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

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

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

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

**1. Only for individual bidders**

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 FY 2024

**3. Similar works**

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

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

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

**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 work to be completed	Anticipated date of completion

**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
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

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)

## **Tendering Forms**

**Form-3**

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

(To be executed on bidder's Letter Head)

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

(Project title)

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

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

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

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

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

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

**SPECIMEN LETTER OF AUTHORITY FOR**

**SUBMISSION OF BID**

(To be executed on 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****EXCEPTIONS AND DEVIATIONS**

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

<b>Sr. No.</b>	<b>Page No. of Bid Document</b>	<b>Clause No. of Bid Document</b>	<b>Subject Deviation</b>

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]

(Applicable for MSME's)

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

Bid Security Declaration Form

Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

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

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

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

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

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

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

Signed: (insert signature of person whose name and capacity are shown)

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)Dated on \_\_\_\_\_ day of \_\_\_\_\_(insert date of signing)

Corporate Seal (where appropriate)

**LETTER OF INTENT FORMAT**

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

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/ \_\_\_\_\_

(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 deposited to performance security @10% of the contractor price amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) Following manner for the due fulfillment of all the conditions of the contract.

- 1) Rs. \_\_\_\_\_ (5% of Contract value) paid in FDR/BG/Digital Transfer Vide No. \_\_\_\_\_ of dated \_\_\_\_\_ of \_\_\_\_\_ Bank and
- 2) Balance amount of Rs. \_\_\_\_\_ to be recovered from the work bills (5 % of contract value to be recovered as retention money from the Bills) as follows for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

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

- v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover-I'.
  - ix) Bank Guarantee for security deposit.
3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
  4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.
  5. All the disputes related to the subject contract shall be resolved through a conciliation committee/councils comprising of independent subject experts.
  - 6.

IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name&Address \_\_\_\_\_ Signature of Contractor  
Seal

2. Name&Address \_\_\_\_\_  
Seal

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

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

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

(Chief Mechanical Engineer)  
DEENDAYAL PORT  
AUTHORITY

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

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

Secretary  
DEENDAYAL PORT AUTHORITY

**Applicable in case Procurement of Equipments)**

**(CERTIFICATE 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. (insert  
tender no.) of DEENDAYAL PORT AUTHORITY.**

**Signature & Seal of Authorized  
Representative of Classification Society.**

**(Applicable in case Procurement of Equipment's)**

**(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 Manufacturer**

**SPECIMEN BANK GUARANTEE TOWARDS**  
**PERFORMANCE GUARANTEE/SECURITY DEPOSIT**  
(To be executed on Rs. 300/- non-judicial Stamp Paper)

To,

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

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

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

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



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

5. We, \_\_\_\_\_ (Name of Bank and Branch), further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forbearance 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 as to relieving us.

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

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

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

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

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

For (Name of Bank)  
(Name)  
Signature

**SPECIMEN LETTER OF AUTHORITY FROM BANK**

**FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authorities of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ or Rs. \_\_\_\_\_ favoring yourselves  
issued on a/c of

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

(Name of contractor)

.....

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

Name of signature of Bank Officer

**DEENDAYAL PORT AUTHORITY**

**Form of application by the Contractor for seeking  
extension of time**

**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
  - (a) 1<sup>st</sup> extension vide EE's No.      Dated      Month      Days
  - (b) 2<sup>nd</sup> extension vide EE's No.      Dated      Month      Days
  - (c) 3<sup>rd</sup> extension vide EE's No.      Dated      Month      Days
  - (d) 4<sup>th</sup> extension vide EE's No.      Dated      Month      Days      Totalextension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10.      Period for which extension is applied for
11.      Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - (a)      Serial No.
  - (b)      Nature of hindrance
  - (c)      Date of Occurrence
  - (d)      Period for which it is likely to last
  - (e)      Period for which extension required for this particular hindrance
  - (f)      Overlapping period if any, with reference to item.....
  - (g)      Net extension applied for
  - (h)      Remarks, if any.Total period on account of hindrance mentioned above.....  
Month...Days
12.      Extension of time required for extra work
13.      Details of extra work and amount involved:
  - (a)      Total value of extra work
  - (b)      Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12  
Submitted to the Sub-Divisional Officer.....

**Signature of Contractor**  
**Dated:**

**DEENDAYAL PORT AUTHORITY**

**APPLICATION FOR EXTENSION OF TIME**

**PART II**

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

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

Signature of Divisional Officer  
Dated:

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

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

Signature of Executive Engineer  
Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer  
Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer  
Date

## **Scope of Work & Technical Specifications**

The Deendayal Port Authority (earlier known as Kandla Port Authority) is one of the ISO: 9001-2008 & ISO: 14001 - 2004 certified Major Port Authority's in India, under Ministry of Shipping, Govt. of India. It is situated in the Western Coast of India on a Creek and is 90 KM away from the Gulf of Kutch connected to the Arabian Sea.

Deendayal Port Authority intend to upgrade the Down Stream, 11/0.433 KV Substations for strengthening the HT Distribution network for providing Healthy HT power. The work involves Supply, Installation, Testing & commissioning of HT SF-6 GAS insulated RMU panels at various substation i.e. 66KV Sub Station, New NDA, Old NDA 13<sup>th</sup> & 15<sup>th</sup> Berth S/S as directed by EIC.

The details of work are mentioned in Schedule-B(Section -VI) & below giving brief detail of work. Though detailed work may not be explained but the firm will complete the perfectly, precisely & accurately entire satisfaction of EIC.

Supply, Installation, Testing & commissioning at various rating gas Insulated application, Ring Main unit (RMU) as per Technical Specification.

Before dispatching the RMU panel, contractor shall take dispatch clearance from EIC; in this regard DPA official will come at factory site to inspect the Panel.

Contractor shall take prior approval regarding the drawing from EIC.

Earthing shall be carried out as per IS.

The electrical installation shall conform to all currently applicable ISI specification such as IS: 732, IS: 3043, IS: 2309, IS: 3045 etc. with up to date amendments including relevant IEC regulation and Indian Electricity rules 1956 with up to date amendment.

Before quote the rate contractor should visit the site at their own cost to get familiar with the site condition.

After successful completion of whole work in all respect, to carry out testing and commissioning of the complete work is to be carried out to the entire satisfaction of EIC.

After Completion of all work successfully, contractor shall submit the four sets project compendium in hard copy & soft copy, which shall contain, the complete single line Drawing, Schematic, All Test Report, operation & Maintenance manual of RMU Module panel etc to EIC.

### **1. Technical Specification for Item No. 1:**

This includes supply at site of HT11KV grade, size 3CX300 Sq.mm (U/E) XLPE Insulated Aluminum conductor, armoured cable of given size which confirming to IS: 7098 (Part-II) 2011 with up to date amendments and of approved make with ISI mark. The manufacturer shall produce TYPE TEST certificate with similar size of cable, which shall not be more than 2 years old. The cable shall have marking/embossing at the interval of every meter showing its progressive length. During the cable inspection, the manufacturer shall show the relevant Routine Tests to inspecting authority or otherwise the manufacturer / Contractor shall produce the routine test certificate during supply of cable at site.

### **2. Technical Specification for Item No. 2:**

This includes laying of supplied 3 core x 300 Sq.mm HT armoured aluminum Conductor XLPE Cable of 11KV Grade (excluding supply of cable) through following methods.

- i) **In RCC Trench:** - The cable shall be laid after opening of RCC trench by removing the RCC Covers either through manpower or earthmover & cable trench shall be cleaned properly including removal of garbage, stones, bricks & old unused cables etc from the trench line without damaging the other cables laying in the trench. After laying of the cable, cable trench shall be properly covered with removed RCC covers as per original. The DPA shall provide heat shrinkable straight through joint of relevant size of approved make specified in tender item no. 3 & 4 to be supplied by contractor, if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge.
- ii) **In Hard/soft Soil:** - The cable shall be laid through excavation in soft/hard soil. The trench to be excavated 0.5 Mtr. Wide 1.0 Mtr. deep. The bed of 50mm of river sand shall be provided in the bottom of the excavated trench. The cable shall be laid over the bed of river sand. This includes providing & lying of half round RCC Pipe on cable lengthwise i.e. parallel to the cable and the gaps shall be filled by fresh river sand. The cable shall be covered by keeping half round heavy duty RCC NP 2 Pipe. The filling of the trench shall be done with by provided Sand cover (at least 50mm from cable surface) completely & followed by excavated stuff & should be watered and rammed properly to its original position. The excess excavated stuff shall be disposed off from the Site of work and spreaded in low laying area as directed. The DPA shall provide heat shrinkable straight through joint of relevant size of approved make specified in tender item no. 3 & 4 to be supplied by contractor, if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge.
- iii) **Road Crossing/Rail crossing:** Cable shall be laid underneath by using Horizontal Directional Drilling (HDD) {method by putting suitable diameter HDPE (suitable for cable size up to HT 3CX 300 Sq.mm {HDPE pipe having strength 10Kg/sq.cm} shall in contractor scope), the contractor shall arrange JCB Machine for excavation, water for drilling, de- watering pump, HDD equipments at their own cost.

The cable shall be pass through heavy duty HDPE pipe buried at nominal minimum depth 2500 mm or according to construction of RCC Road/ Rail network or as per directed by EIC. For single cable individual HDPE Pipe shall be pass through a road /rail crossing, for separate cable; separate HDPE pipe shall pass through the Tunnel / trench. The Laying of HDPE pipes coupled by HDPE socket only after standard length in excavated trench/tunnel and also sealing of HDPE pipe ends by suitable cap at every manhole, however for preparation of pit area for Man hole (suitable LxWx H) & their heavy duty pre cast cover including all necessary CIVIL works shall be in scope of Contractor. Back filling & dressing of excavated trenches as per specification. This includes all labour and material as directed by Engineer-in-Charge.

### **3. Technical Specification for Item No. 3:**

This includes supply at site of HT11KV grade, size 3CX150 Sq.mm (U/E) XLPE Insulated Aluminum conductor, armoured cable of given size which confirming to IS: 7098 (Part-II) 2011 with up to date amendments and of approved make with ISI mark. The manufacturer shall produce TYPE TEST certificate with similar size of cable, which shall not be more than 2 years old. The cable shall have marking/embossing at the interval of every meter showing its progressive length. During the cable inspection, the manufacturer shall show the relevant Routine Tests to inspecting authority or otherwise the manufacturer / Contractor shall produce the routine test certificate during supply of cable at site.

#### **4. Technical Specification for Item No. 4:**

This includes laying of supplied 3 core x 150 Sq.mm HT armoured aluminum Conductor XLPE Cable of 11KV Grade (excluding supply of cable) through following methods.

i) **In RCC Trench:** - The cable shall be laid after opening of RCC trench by removing the RCC Covers either through manpower or earthmover & cable trench shall be cleaned properly including removal of garbage, stones, bricks & old unused cables etc from the trench line without damaging the other cables laying in the trench. After laying of the cable, cable trench shall be properly covered with removed RCC covers as per original. The DPA shall provide heat shrinkable straight through joint of relevant size of approved make specified in tender item no. 3 & 4 to be supplied by contractor, if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge.

ii) **In Hard/soft Soil:** - The cable shall be laid through excavation in soft/hard soil. The trench to be excavated 0.5 Mtr. Wide 1.0 Mtr. deep. The bed of 50mm of river sand shall be provided in the bottom of the excavated trench. The cable shall be laid over the bed of river sand. This includes providing & lying of half round RCC Pipe on cable lengthwise i.e. parallel to the cable and the gaps shall be filled by fresh river sand. The cable shall be covered by keeping half round heavy duty RCC NP 2 Pipe. The filling of the trench shall be done with by provided Sand cover (at least 50mm from cable surface) completely & followed by excavated stuff & should be watered and rammed properly to its original position. The excess excavated stuff shall be disposed off from the Site of work and spreaded in low laying area as directed. The DPA shall provide heat shrinkable straight through joint of relevant size of approved make specified in tender item no. 3 & 4 to be supplied by contractor, if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge.

**(iii). Road Crossing/Rail crossing:** Cable shall be laid underneath by using Horizontal Directional Drilling (HDD) { by putting suitable diameter HDPE (suitable for cable size up to HT 3CX 300 Sq.mm {HDPE pipe having strength 10Kg/sq.cm} shall in contractor scope), the contractor shall arrange JCB Machine for excavation, water for drilling, de-watering pump, HDD equipments at their own cost.

The cable shall be pass through heavy duty HDPE pipe buried at nominal minimum depth 2500 mm or according to construction of RCC Road/ Rail network or as per directed by EIC. For single cable individual HDPE Pipe shall be pass through a road /rail crossing, for separate cable; separate HDPE pipe shall pass through the Tunnel / trench. The Laying of HDPE pipes coupled by HDPE socket only after standard length in excavated trench/tunnel and also sealing of HDPE pipe ends by suitable cap at every manhole, however for preparation of pit area for Man hole (suitable LxWx H) & their heavy duty pre cast cover including all necessary CIVIL works shall be in scope of Contractor. Back filling & dressing of excavated trenches as per specification. This includes all labour and material as directed by Engineer-in-Charge.

#### **5. Technical Specification for Item No. 5:**

This includes providing of heat shrinkable straight through joint kit suitable for HT XLPE power cable jointing kit to various size as per BOQ. The supply of cable joint kits as per approved make like 3M/Raychem/ASCON/YAMUNA DENSON.

#### **6. Technical Specification for Item No. 6:**

This includes fixing of heat shrinkable straight through joint suitable for jointing kit to

various size.. This including fixing of all required materials and by validated person work will be carried out. The joint shall be made in such a way that the joint shall be electrically and mechanically permanent as per BOQ. The work includes all labour, tools tackles, joint kit of approved make and as directed by Engineer-in-Charge.

**7. Technical Specification for Item No. 7:**

This includes supply of following type End termination HT XLPE jointing kit to various size. As per approved make like 3M/Raychem/ASCON/YAMUNA DENSON. Any Major activity and query about work related to be discussed with Engineer-in-Charge and finalized as per his directions.

**8. Technical Specification for Item No. 8:**

This include making/fixing of following type End termination HT XLPE indoor kit HT. This including fixing of all required materials. The joint shall be made in such a way that the joint shall be electrically and mechanically permanent. The work by validated person will be carried out includes all labour, tools tackles, joint kit of approved make and as directed by Engineer-in-Charge.

**9. Technical Specification for Item No. 9:**

Deendayal Port Authority intend to upgrade the Down Stream, 11/0.433 KV Substations for strengthening the HT Distribution network for providing Healthy HT power. The work involves Supply, Installation, Testing & commissioning of HT SF-6 GAS insulated RMU panels at various substation as directed by EIC.

The broad details of each item & Technical Specification of the work are shown in the Schedule "B" attached herewith.

The Gas insulated RMU switchgear shall comply with the requirement stated in the following standard & specification amended up to date.

Metal Enclosed Switchgear	IEC 62271-200/ IEC20 298/IS 12729:1988
General Purpose switches	IEC 60265-1
Disconnecter and Earthing switches	IEC 60265-102
Medium Voltage Switch	IEC 265
Alternation Current Dis-connector (Load Break Isolator & Earthing switch)	IEC 60129/ IEC 62271 - 102/ IS 9921
Specification of Alternation Current Breakers	IEC 62271- 100/IEC/60056/IS:13118:1991
Panel Design , SF-6 Circuit Breakers	IEC 62271-1/IEC 60694
Current Transformer	IEC 60044-1/IEC 60185/IS 2705:1992
HV switches	IEC 60265/IS 19920:1981
Filling of SF-6 in RMU	IEC 376
Pressure of SF6 gas	1.4 bars at 20 °C



Cable bushings	DIN 47636
Temperature class	-25 °C - +40 °C Indoor
Degree of Protection: - SF6 tank: IP 67 - Front cover: IP 2X - Cable cover:	IEC 60273/IS 13947 (P-1) IP 67 IP 2X IP 3X
Bus bars	240 mm <sup>2</sup> Cu
Earth bar (external):	120 mm <sup>2</sup> Cu - Bolt dimension: M10
Colour Front Cover Side & Cable Cover	RAL 7035 RAL 7035
Thickness of Stainless Steel Tank	2.5 mm
Thickness of CRCA Enclosure	2.0 mm

➤ **General Requirement:**

The Ring Main Unit shall be installed at existing 11/0.433 kV Substation inside Cargo Jetty area. The RMU shall be extensible. The main tank using SF6 gas as insulating and vacuum as arc quenching medium or SF6 gas as both insulating and arc quenching medium. The main tank shall be stainless steel sheet of 2.5mm thickness and robotically welded with a pressure relief arrangement. Incomer as well as Outgoing feeder shall be provided with Energy Meters.

The cable entry shall be from bottom and the end terminations shall be done on front side.

**Inner enclosure (Main tank)**

The tank shall be robotically welded stainless steel sheet of 2.5mm thickness. The tank shall be sealed and no handling of gas should be required throughout the 25 years of service life. However, the SF6 gas pressure inside the tank shall be constantly monitored by a temperature compensating gas pressure indicator offering a simple go, no-go indication. The gas pressure indicator shall be provided with green pressure and red pressure zones. There shall be one Non - return valve to fill up the gas. The manufacturer shall give guarantee for maximum leakage rate of SF6 gas will be lower than 0.1% per Year. An absorption material such as activated alumina in the tank shall be provided to absorb the moisture from the SF6 gas to regenerate the SF6 gas following arc interruption. The degree of protection of the inner enclosure shall be IP 67.

The compact RMU Unit shall be provided with a suitable pedestal made up of M.S. Angle to mount the unit. The height of the bottom of cable box shall be minimum 310 mm to provide the turning radius for the HT cable termination.

➤ **BUS BARS:**

Three nos. of continuous Bus bars made up of EC grade electrolytic copper of rating current 630A shall be provided. The Short time rating current shall be 20kA for 3 seconds for 11kV. The Bus bar connections shall Anti - oxide greased.

## ELECTRICAL DATA:

- 12 kV - 28kV - 1min
- Nominal voltage: 11 kV
- Rated frequency: 50 Hz
- Rated current bus bars: 630 A
- Rated current cable switch dis-connector: 630 A
- Short time withstands current:
  - Cable switch dis-connector with interface C (400-bolt) bushing: 21 kA RMS 3 Seconds
  - Vacuum circuit breaker with interface C (400-bolt) bushing: 21 kA RMS 3 Seconds
- Rated current for transformer T-off: 630 A
- Impulse withstands voltage: To earth and between phases: 95 kV
- Insulation level: - Power frequency 1 min: 28 kV.

## Relay & Protection Scheme:

Numerical Relay with Control Supply 24V DC, 50Hz. Phase current input Relay shall be suitable for 1A and %A CT secondary (selectable at site). Relay shall be suitable for protection core CT connection. Metering core shall be connected to measuring instruments separately. Ground current input Relay shall be suitable for residually connected CT input. The relay shall have provision for digital inputs, speed switch inputs. The Communication System of the relay shall be equipped with RS485 for remote communication or for connection to DCS, SCADA or PLC. The relay shall be suitable for port for connection to Laptop & PC preferably of front side. Relay shall support Modbus Protocol. Relay shall be ABB REF615 / Siemens 7SR.

### ➤ **Front Plate:**

The front shall include a clear mimic diagram which indicates different functions. The position indicators shall give a true reflection of the position of the main contacts and shall be clearly visible to the operator. The lever operating direction shall be clearly indicated in the mimic diagram. The manufacturer's plate shall include the switchboard's main electrical characteristics.

### ➤ **Danger Board:**

The danger Board plate as per relevant IS shall be riveted on the front plate of the RMU in Languages viz. Gujarati, Hindi, English.

## **TYPE and ROUTINE TESTS:**

Type tests:

The equipment offered in the tender should have been successfully type tested at NABL Laboratories in India or ERDA or equivalent international laboratories for the tests in line with the relevant standard and technical specification and manufacture to submit the valid type test certificates.

### **Following Type Test must have been carried out:**

- Short time current withstand test and peak current withstand test.
- Lightning Impulse voltage withstand test.
- Temperature rise test.
- Short Circuit current making and breaking tests.

- Power frequency voltage withstand test (dry).
- Mechanical operation test.
- Checking of degree of protection of main tank and outer enclosure.
- Checking of partial discharge on complete unit.

➤ **ACCEPTANCE & ROUTINE TESTS:**

All acceptance and routine tests as stipulated in the respective applicable standards amended up to date for all the equipment shall be carried out by the contractor in the presence of DPA representative & TPIA without any extra cost to DPA before dispatch.

The routine tests are as follows:

- 1) Conformity with drawings and diagrams,
- 2) Measurement of closing and opening speeds,
- 3) Measurement of operating torque,
- 4) Checking of filling pressure,
- 5) Checking of gas-tightness,
- 6) Dielectric testing and main circuit resistance measurement,
- 7) Power frequency voltage,
- 8) Resistance test for the circuit,
- 9) Mechanical operation tests.

The contractor, in the presence of representative of DPA & TPIA, shall carry out all above acceptance and routine tests. The contractor shall give at least 15 days advance intimation to DPA to enable to depute representative for witnessing the tests.

The DPA reserves the right for carrying out any other tests of a reasonable nature at the works of the supplier/laboratory or at any other recognized laboratory/research institute in addition to the above mentioned type, acceptance and routine tests at the cost of the DPA to satisfy that the material complies with the intent of this specification.

➤ **DRAWINGS:**

All drawings shall conform to relevant IEC Standards Specification. All drawings shall be in ink.

The Contractor shall submit dimensional general arrangement drawings of the equipment, illustrative and descriptive literature in triplicate for various items in the RMUs, which are all essentially required for future automation.

- i) Schematic diagram of the RMU panel
- ii) Instruction manuals
- iii) Catalogues of spares recommended with drawing to indicate each items of spares
- iv) List of spares and special tools recommended by the supplier.
- v) Copies of Type Test Certificates as per latest IS/IEC.
- vi) Drawings of equipment, relays, control wiring circuit, etc.
- vii) Foundation drawings of RMU.
- viii) Dimensional drawings of each material used for item (vi).
- ix) Actual single line diagram of RMU with or without extra combinations shall be made displayed on the front portion of the RMU so as to carry out the operations easily.

The following should be supplied by contractor:

Copies in triplicate of printed volumes of operation, maintenance and erection manuals in English along with the copies of approved drawings and type test reports

etc. sets of the manuals as above shall be supplied to the Engineer-in-Charge along with a soft copy of the all Technical and Drawing.

➤ **NAME PLATE:**

Each RMU and its associated equipment shall be provided with a nameplate legible and indelibly marked with at least the following information.

- Name of manufacturer
- Type
- Serial number
- Voltage Current
- Frequency
- Symmetrical breaking capacity
- Making capacity
- Short time current and its duration
- Purchase Order number and date
- Month and Year of supply

**TRAINING:**

The contractor shall provide training to Operational Staff and Engineers of DPA. In case of training at manufacturer's works is required, necessary expenses towards boarding, lodging & traveling for the deputed Engineers of DPA shall be borne by DPA.

➤ **PERFORMANCE GUARANTEE:**

All equipment supplied against this specification shall be guaranteed for a period 12 months from the date of commissioning. However, any engineering error, omission, wrong provision, etc. which do not have any effect on the time period, shall be attended to as and when observed/pointed out without any financial implication on DPA.

The contractor shall supply at site 11 kV, 630 Amp, Indoor Compact Switchgear (Gas Insulated), Extensible on One Side, Motor Driven Spring Charging having 6 nos. Circuit Breaker Modules mentioned as under:

Module No. 1 & 2 as 11 kV Incomer along with PT, Module No. 3, 4 as Circuit Breaker Module suitable for Distribution Transformer and Module No. 5 ,6 as spare 11 kV outgoing feeder.

The Circuit breaker modules shall be supplied with three position isolator/earthing switch, bus bars, interlocking, earth bar and stored spring energy mechanism.

Qty. for each module	Details of Module No. 1 & 2
1	Stored energy mech. For manual and Motor Driven Spring Charged operation
1	PT for incomer for metering purpose 11 kV/110 V, Class 0.5
1	Multifunction Energy Meter with RS485
1	Circuit breaker 12 kV, 630 A
1	Control voltage, trip coil 24 V DC
1	Protection system: Relay must be Numeric type with following features: a) Self-Powered OC+EF Protection Relay b) Control voltage, 24 V DC

	c) Interference RS-485, RS232 port d) Equivalent to CAG 37 for Instantaneous Over Current e) Equivalent to CTUM 15 for short Circuit protection, Inst. Earth fault f) Instantaneous definite time & inverse type protection of over current.
1	Set of three ring core metering & protection CTs: CTs of 300-200/1-1A, 5P10, 2.5VA for protection and 300-200/1-1A CL 0.5, 2.5VA for metering (considering the cable size 3Cx 300 sq. mm HT XLPE cable)
1	Breaker ON(red)/OFF(green)/TRIP(amber) LED Indication
1	Capacitive voltage indication fixed type
1	Suitable Power Pack for Auxiliary DC Power supply for Relays

Qty. for each module	Details of Module No. 3, 4,5,6
1	Stored energy mech. for manual and Motor Driven Spring Charged operation
1	Multifunction Energy Meter with RS485
1	Circuit breaker 12 kV, 630 A
1	Control voltage, trip coil 24 V DC
1	Self-Powered OC+EF Protection Relay
1	Set of three ring core metering & protection CTs: CTs of 150-100/1-1A, 5P10, 2.5VA for protection and 150-100/1-1A CL 0.5, 2.5VA for metering (considering the cable size 3Cx 300 sq. mm HT XLPE cable)
1	Set of Transformer Protection Annunciation Scheme comprising of: 1 no. Master Trip Relay (24VDC) 6 no. Aux. Relays (24VDC) 1 no. 8-Window Annunciator & Hotter Suitable for providing facility for Buchholz/OTI/WTI Alarm/Trip Indication,
1	Breaker ON(red)/OFF(green)/TRIP(amber) & LED Indication
1	Capacitive voltage indication fixed type
1	Suitable Power Pack for Auxiliary DC Power supply for Electro-Mechanical Aux Relays and Master Trip Relays

**In addition to above following material shall be supplied by Contractor for each panel.**

Qty	Material to be supplied by Contractor with each panel
-	
3	Set of Terminal Protector boots for covering cable-termination.
1	Manometer installed on RMU for Gas Pressure indication.
2	Operating handle

**Note: The contractor shall provide 5 Years warranty against the low pressure of pre-filled SF6 gas in the RMU from the date of commissioning of RMU.**

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

This item includes installation, testing and commissioning of supplied RMU panel at existing 11/0.433 kV various Substation at inside Cargo Jetty area. The scope of works include RMU relay Co-Ordinate & Set the relay data with existing system. Necessary secondary injection and testing of GIS relay is in the contractor scope.

The RMU Panel shall be erected by using suitable size of M.S. channel (to be supplied & erected by contractor, as per each module approved foundation drawing) foundation bolts including grouting of the bolts of each Module RMU panel. The RMU panel shall be connected with two separate and distinct earthing system. After installation of RMU panel, necessary test and trial shall be carried out for proper functioning of safety, devices, relay etc. and before charging RMU Panel, all the tests required under relevant ISS and IEC – Rules 1956 shall be carried out and the result shall be in conformity with specifications and copies of test results shall be furnished to Engineer-in-Charge. The work includes supply & fixing of required length of insulated Rubber Mat having withstand capacity up to 22 kV, the Rubber Mat shall be laid in such a way, near the panel for operation of RMU. The scope includes required multiple core screened / control cable & its laying in 150 mm wide perforated tray (supply & erection 600 mtr) is in the scope of contractor.

The complete work shall be carried out as directed by Engineer in-Charge. The work includes required labour & material for installations, testing and commissioning of RMU as directed by Engineer-in-Charge.

## **10. Technical Specification for Item No. 10:**

Supply of 11 module compact GIS panel as site heaving following Technical Specification: -

For 11 KV GIS Breaker panel the scheme configuration as under

**1) 2 No. I/C + 1 no. Bus Coupler**

**2) 8 O /G, 11 KV**

### **Technical Data:**

#### **14.1 System particulars:**

- a. Rated voltage ... 12 Kv
- b. Rated frequency ... 50 Hz  $\pm$  3 %
- c. Rated Short – duration power frequency with stand voltage: 28KV<sup>1)</sup>
- d. Rated lighting impulse with stand voltage : 75KV<sup>1)</sup>
- e. Rated peak with stand current : 65.75KA
- f. Rated Short circuit making current : 65.75 kA
- g. Partition class: PM
- h. Normal feeder current: 1250A
- i. Internal Arc classification: IAC A FLR 26.3kA 1s
- j. Rated short-time withstand current 3s: 26.3kA
- k. Rated short circuit breaking current: 26.3kA
- l. Relative Humidity ... 90 %
- m. Maximum ambient Temp. ... 45 %

### **Standards:**

Metal Enclosed switchgear:	IEC 62271-200
General Purpose switches:	IEC 60265- 1
Dis-connector and Earthing switches:	IEC 62271- 102
Switch Fuse Combination:	IEC 62271-105
Circuit Breakers:	IEC 62271-100

Common clauses:	IEC 60694
Pressure of SF6 Gas	1.4 bar at 20 °C
Cable bushing:	DIN 47636
Temperature class:	-25 °C - +40 °C <b>Indoor</b>

#### Degree of Protection

- SF6 Tank:	... IP 67
- Fuse canisters:	... IP 67
- Front Cover:	... IP 4X
- Cable Cover:	... IP 4X

#### Bus bars to be designed for 1250Amps.

Earth bar (external) 120 mm<sup>2</sup> Cu – Bolt dimension: M10

The item includes 8 module Fixed-mounted 12KV Gas insulated medium voltage Switchgear, three position isolator/ earthing switch, bus bars, interlocking, earth bar and stored spring energy mechanism (A. mech.)

1	Switchgear Panel	<p>➤ The Gas insulated Metal clad switchgear shall be complete with all the accessories for efficient and trouble free operation. The equipment offered shall be safe, reliable and compact to install. The workmanship shall be high order. The circuit breaker switches and protective device etc shall be latest design so as to ensure rapid and efficient interruption of fault current low arc energy, small arcing time and freedom from fire shall be fully arc proof, free standing, floor mounted, fully compartmentalized, metal, enclosed construction complying requirements of IEC 62271-200. Each circuit shall have a separate vertical panel with required compartments for circuit breaker, cable termination main bus-bars and auxiliary control devices.</p> <p>➤ Switchgear shall have an Internal Rac classification of IAC –A – FLR 26 KA, 1 sec. (as per EI guidelines all switchgears shall be at least 1.2 meters away from well) The switchgear construction shall be such that the operating personnel are not endangered by breaker operation and internal explosions, and the front of the panels shall be specially designed to withstand these. Gas Pressure relief device/ Explosion Vent/ Pressure relief duct shall be compartment, so that in case of a fault in a compartment, the gages produced are safely vented out, thereby minimizing the possibility of it's spreading to other compartments and panels. The pressure</p>
---	------------------	---

		<p>relief device/Explosion vent/pressure relief duct shall not however reduce the degree of protection of panels under normal working conditions.</p> <ul style="list-style-type: none"> <li>➤ The switchgear shall be cooled by natural air flow. The switch board shall have the facility for extension of additional breakers (to existing set up) for future expansion shall be provided.</li> <li>➤ The manufacture shall give guarantee for maximum leakage rate of SF6 gas will be lower than 0.1 % per year. In case of GAS leakage the GIS should have the capability to withstand die-electric strength at 1 bar pressure. Separate gas monitoring sensors should be available for all the gas filled chambers.</li> <li>➤ The minimum operating SF6 gas pressure shall be 1.4 Bar at 20°C Alarm shall be generated if the SF6 gas pressure drops to 85% of the minimum operating pressure and if it further drops below 80% the circuit breaker shall trip &amp; go into lockout mode.</li> <li>➤ Thermostatically controlled space heater with common MCB shall be provided for various compartments.</li> </ul>
2	GIS SWITCHGEAR WITH BUS BAR IN SF6 GAS:	<ul style="list-style-type: none"> <li>➤ The SF6 gas insulated metal enclosed switchgear shall be construction from corrosion- resistant stainless steel sheet of min 2 mm thickness, filled with SF6 accommodating the primary switching devices (Busbar and Three position disconnector cum earthing switch) and all live parts. This panel complying ingress protection min IP 67.</li> <li>➤ The GIS switchgear shall be provided with silicon coated busbars.</li> <li>➤ The switchgear enclosure complying ingress protection IP4X</li> <li>➤ Paint shade of indoor switchgear shall be 694 as per IS: 5 (Dove grey)</li> </ul>



3	Bus Bar	<ul style="list-style-type: none"> <li>➤ Busbar shall be of made of electrolytic high grade copper of adequate size and bus bar size calculation / supporting type test report shall be submitted for approval (current density of copper shall not exceeded more than 1.6 Amp/sq.mm). They shall be adequately supported on insulator to withstand electrical and mechanical stresses due to specified short circuit currents.</li> <li>➤ All piping for SF6 gas shall be made of copper &amp; their fittings shall be made of non-magnetic stainless steel.</li> <li>➤ The temperature of the busbars and all other equipment, when carrying the rated current continuously shall be limited 60deg C above ambient temperature 45deg C as per the relevant Standards.</li> </ul>
4	GIS Circuit Breaker	<ul style="list-style-type: none"> <li>➤ GIS Circuit Breaker can be used for system voltage 11KV.</li> <li>➤ 11 KV GIS breaker shall comprise of three single pole interrupting unites or 3-pole interrupting unit, operated through a common shaft by a sturdy operating mechanism.</li> <li>➤ Closing spring charging shall only be acceptable. Anti-pumping features shall be provided for each breaker. An arrangement of two breakers in parallel to meet a specified current rating shall not be acceptable. (No parallel interrupter)</li> <li>➤ Circuit breaker shall be provided with two trip coils.</li> <li>➤ Suitable indicators shall be provided on the front of panel to indicate OPEN/CLOSED conditions of the circuit breaker, and CHARGED/ DISCHARGED conditions of the closing spring, SF6 gas density monitor for all gas compartments.</li> <li>➤ For 11 KV feeder: Tripping time; 30-40 ms (including Relay Time) closing Time 40-50 ms.</li> <li>➤ Manual /Auto Spring Charging shall be provided in all feeders.</li> </ul>

		<ul style="list-style-type: none"> <li>➤ The circuit breakers has to control at least 10,000 Make-Break cycles without maintenance. The mechanical life and operating cycles of the vacuum interrupter shall confirm relevant IS/IEC amended up to date.</li> <li>➤ The circuit breaker shall be provided with motor operated spring charged closing. Spring charging motor shall be suitable for 240V, 50 Hz, single phase AC. Suitable rating starter shall be provided for motor protection. Spring release coil for closing shall be suitable for 24 V DC.</li> <li>➤ Tripping of the circuit breakers shall be through "Shunt trip" coils rated for 30V DC auxiliary supply. It shall be possible to trip the breaker manually in case of necessity.</li> </ul>
4	Dis-connector & Earth Switch	<ul style="list-style-type: none"> <li>➤ Switch panel shall be provided with three (3) position disconnecting –cum-earthing switch of required rating.</li> <li>➤ The earthing position for all 3 phase must be visible via a mechanical position indicator (MIMIC) directly connected to the drive shaft on panel front fascia. The mechanical operation of isolator / 3 position dis-connector switch must be possible with door closed for operator safely.</li> </ul>
5	Control & Interlock	<ul style="list-style-type: none"> <li>➤ Switchgear having mechanically &amp; electrically interlock as per scheme configuration.</li> <li>➤ Necessary mechanical &amp; electrical interlock shall be provided between CB, Isolator &amp; Earth switches for safe operation.</li> </ul>
6	SCADA compatibility	<ul style="list-style-type: none"> <li>➤ Panel shall have SCADA compatibility.</li> </ul>
7	Numerical protection Realy	<ul style="list-style-type: none"> <li>➤ Indoor switchgear panels shall have communicable numerical protection relays (IEDs) complying with IEC-61850 on all feeders which shall be networked on Ethernet to communicate with substation SAS/SCADA system on EIC- 61850. Relay shall have redundant RJ45 ports complying to PRP redundancy of IEC 61850. These IEDs shall also be used for control &amp; monitoring the switchgear from SAS. In addition to status of</li> </ul>

		<p>devices) CBs/Isolator /Earth Switches) and equipment alarms, metering data shall also be made available to SAS/SCADA station from protection IEDs. Directional numerical relays shall have provision of both current (CT) and Voltage (PT) inputs as required for protection &amp; measurement purpose using protection cores.</p> <ul style="list-style-type: none"> <li>➤ All Numerical relays shall have feature for electrical measurement of current.</li> <li>➤ Numerical relays as per IEC including report for IEC 61850 protocols from accredited lab.</li> <li>➤ All numerical relays shall be rated for control supply voltage 24 Volt DC and shall be capable of satisfactory continuous operation between 80-110% of the rated voltage. Making and carrying and breaking current rating of their contacts shall be adequate for the circuit in which they are used. Heavy duty binary output contacts of IEDs to be used for breaker close and trip commands shall be so rated as to be used directly used in the closing and tripping circuits of breaker without the need of any interposing / master trip relays.</li> </ul>
8	Numerical Protection I/C feeder	<ul style="list-style-type: none"> <li>➤ The relay shall have instantaneous as well as time delayed three over current (50) and one earth fault (50N) protection elements. With standard inverse characteristics (1.3 and 3 Sec) IDMT.</li> <li>➤ The over current element should have the minimum setting adjustable between 20-200% of CT secondary rated current with increment / decrement by 1 % and High set setting 100-2000%.</li> <li>➤ The earth fault element of relay shall be suitable for detection of earth fault currents in the range of 5% to 80% of the CT rated current (IDMT) and high set 100-1000%.</li> <li>➤ For transformers of rating Min. 6.3 to 10 MVA &amp; 12.5 MVA, definite time delayed stand by earth fault protection shall be provided having a pick up setting range of 10% to 40% with a timer delay of 0sec to 3 sec. in step of 0.01s.</li> </ul>

		<ul style="list-style-type: none"> <li>➤ Trip circuit supervision shall be provided to monitor the circuit breaker trip circuit both in pre-trip and post-trip conditions.</li> </ul>
09	Numerical protection for O/g Feeders	<ul style="list-style-type: none"> <li>➤ Self-powered, Earth Fault, O/C, in instantaneous earth fault.</li> </ul>
10	2 Nos. I/C feeder + 1 Nos Bus Coupler shall equipped with instrument i.e. CT, for metering & protection, PT, for Differential protection PS class CT (for incomer feeder Only).	<p><b>CT Ratio 300-150 /5.5</b></p> <ul style="list-style-type: none"> <li>➤ Accuracy Class =0.2</li> <li>➤ CT shall be designed considering the 25 KA for 3 sec</li> <li>➤ CT shall be metering &amp; protection core both.</li> <li>➤ Rated burden 15 VA.</li> <li>➤ Insulation Class E.</li> <li>➤ 5P20</li> <li>➤ The CTs shall be resin /epoxy cast. Correct polarity shall be invariably marked on each primary and secondary terminal.</li> <li>➤ All current transformers for GIS shall be ring type (Tape wound /resin cast.)</li> <li>➤ Confirming to IEC: 60044-1.</li> <li>➤ No of secondary core : 2</li> <li>➤ PS Class CT for Differential Scheme equipped in I/C:- 600-300/1-1, Burden 15VA, PT Ratio <math>11KV\sqrt{3} / 110 \text{ V AC}</math>.</li> <li>➤ P.T. shall be epoxy/resin cast. Contact tips of primary/secondary contacts shall be silver plated. Correct polarity shall be distinctly marked on primary and secondary terminal.</li> <li>➤ 3 phase primary input 11 KV.</li> <li>➤ Output 110 Volt.</li> <li>➤ Core 2.</li> <li>➤ Rated Burden 15 VA.</li> </ul>
11	8 O/G Feeder	<ul style="list-style-type: none"> <li>➤ CT=&gt; 300-150/5.5</li> <li>➤ Accuracy Class =&gt; 0.2</li> <li>➤ Metering &amp; Protection Core.</li> <li>➤ The CTs shall be resin/epoxy cast. Correct polarity shall be invariably marked on each primary and secondary terminal.</li> <li>➤ Burden 20VA.</li> <li>➤ 5P20</li> </ul>
<b>General requirement of 11 module Gas insulated switchgear as under</b>		
Qty. (In nos.)	Requirement	
11	Set of Terminal Protector boots for covering cable-termination.	

3	Manometer installed on for Gas Pressure indication
3	Operating handle
11	Each feeder shall have power pack unit for Auxiliary 24 volt DC Power supply for Electro Mechanical Aux Relays and Master Trip Relays.
11	Ammeter, Voltmeter for 2 I/c +1 BC + 8 O/G
11	Multifunction Meter for 2 I/c +1 BC + 9 O/G
11	Breaker ON(red)/OFF(green)/TRIP(amber) LED Indication for each.
11	Local/remote selector switch for each feeder.
11	Auto/Manual selector switch for each feeder.
	icroprocessor based latest version numerical relay for 2 Nos. I/C feeder + 1 Bus coupler for over Current, Earth Fault, Instantaneous Earth, with trip Ckt. Supervision relay
Make of GIS	EMENS/ABB/Schneider/GE

#### **11. Technical Specification No.11:**

This including erection, testing and commissioning of 11 ways of 11KV Gas insulated switchgear at Exiting 66/11 KV sub-station. All the GIB's shall be erected on fabricated "C" Channel platform of suitable size of M.S. Channel having height of 1.0 meter & the platform shall be ground with suitable Anchor fasteners. Surrounding the MS platform. the brick masonry with fine plaster may be provided (if required). Each panel shall be connected with 2 separate and distinct Earthing. After installation of GIB panel, necessary test and trail are to be carried out for proper functioning of safety, devices, relay panel etc. and before charging GIB's all the test required under relevant ISS and IEC- Rules 1956 shall be carried out and the result shall be in conformity with specification and copies of test result shall be furnished to EIC. If required any civil alteration & modification on existing substation platform / pedestal area during erection of GIS breakers, necessary CIVIL works is in the scope of Contractor. The scope includes required multiple core screened / control cable & its laying in 150 mm wide perforated tray (supply & erection 600 mtr) is in the scope of contractor.

The scope of works include GIS relay Co-Ordinate & Set the relay data with existing system. Necessary secondary injection and testing of GIS relay is in the scope contractor. The complete work shall be carried out as directed by E.I.C. The works includes all special tools, tackle man & material required for installation & commissioning of GIB and shall be done as by E.I.C.

#### **12. Technical Specification No.12:**

This includes preparation of earth station with chemical treated back filled compound 80 mm dia Pipe In Pipe GI Type 3 Mtr Depth, Maintenance free including all accessories & Masonry work Enclosure with cover plate.

A cement concrete (ratio 1:4:8) chamber of at least 30 Cm. x 30 Cm. shall be provided just below the surface of ground over the funnel for watering and having

RCC/CI cover of suitable size as directed. This also includes removal of extra-excavated earth from the site. The work shall be carried out to entire satisfaction of Engineer-in-charge. This work includes all labour and material as directed by Engineer-in-Charge. The works also include earthing value marking & painting on earth strips & earthing station by suitable paints (Green Color on Strips) and also mentioned the earth value on earth pits.

### **13. Technical Specification No.13**

This includes supply, Laying & connecting, Hot Dip G.I. strip of size 50 X 6 mm. Coating having minimum 80 Micron galvanized coating on Strip earthing system, connected to two separate and distinct main earth as directed and shall be clamped suitably on wall /floor or buried in the ground/pucca trench as directed. The pieces of GI strips shall be connected using GI nut bolts rigidly and the GI strip shall be laid either on RCC with proper clamping or in the ground minimum 300 mm. below the ground level as the case may & as directed & shall be buried properly or as directed by EIC.

### **14. Technical Specification No.14**

#### **RCC CABLE ROUTE MARKERS**

- 1.0 Manufacturing and supplying of RCC cable route markers slab of size 0.70 Mtr. height, 0.24 Mtr. width and 0.075 Mtr. depth, using reinforced M20 concrete with letters "HT 11 KV UG Cable" with an arrow (→) letter showing distance and depth at which cable is buried engraved in concrete on a smooth and clean finished surface with painting of 2 coats of apex over coat of primer with yellow shade and the letters with contrast red shade. For reference of Route Marker given in figure below.
- 2.0 Fixing the RCC cable route markers of size 0.70 Mtr. height, 0.24 Mtr. width and 0.075 Mtr. depth with PCC (1:3:6) using 20mm down size jelly
- 3.0 Including earth work excavation of 0.30 Mtr. Depth.



## HT Cable Route Marker Sample Fig.

### **CABLE ROUTE MARKERS/CABLE JOINT MARKERS:**

Permanent means of indicating the position of joints and cable route shall be fabricated, supplied and erected. Route Marker shall be provided at every 200 meter and at the turning points. In addition, markers, if required shall be provided per the field requirement. If the route passes through open fields, markers should be conspicuously visible and above ground surface and particularly along the Road beams except on road & pavements where they may interfere in the movement of traffic or pedestrians. The markers should incorporate the relevant information. The name of the owner, voltage shall be marked on the route marker. The markers shall be of RCC. The design shall be such that it cannot be pulled out. Tile type marker shall be used along the pavement. The RCC markers shall be cut into proper size, covered with cement plaster with engraving of the information required. Any Major activity and query about work related to be intimated to Engineer-in-Charge and finalized as per his directions.

**Seal & Sign of  
Contractor**

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

## Section -VI

### Schedule – B (BOQ)

**Sub: - Providing of HT cable from 66 KV substation to other dock area substation inside cargo jetty area.**

Sr. No.	Description	Unit	Qty	Rate	Amount
1	Supply at site 3 Core x 300 Sq.mm. 11/11KV HT armoured aluminum conductor XLPE cable of 11KV grade of the following type & size as per IS: 7098 (Part - II) 2011 & as per Technical Specification No. 1.	Mtr	3600		
2	Laying, Testing & Commissioning of 3CX300 Sq.mm HT XLPE cable through following and as per Technical Specification No.2				
	Cable Trench	Mtr	2600		
	Hard & Soft Soil	Mtr	500		
	Lying of HT Cable through Horizontal Direction Drilling underneath RCC Road /Rail Crossing/RCC/Road crossing with HDPE Heavy Duty Pipe HDPE Pipe 150mm Dia size to accommodate supplied.	Mtr.	500		
3	Supply at site 3 Core x 150 Sq.mm. 11/11KV HT armoured aluminium conductor XLPE cable of 11KV grade of the following type & size as per IS: 7098 (Part - II) 2011 & as per Technical Specification No. 3.	Mtr	2600		



4	Laying, Testing & Commissioning of 3CX150 Sq.mm HT XLPE cable through following and as per Technical Specification No.4				
i)	Cable Trench	Mtr	2000		
ii)	Hard & Soft Soil	Mtr	300		
iii)	Laying of HT Cable through Horizontal Direction Drilling underneath RCC Road /Rail Crossing/RCC/Road crossing with HDPE Heavy Duty Pipe HDPE Pipe 150mm Dia size to accommodate supplied.	Mtr.	300		
5	Supply of Heat shrink straight through Joint kit for 11KV, H.T XLPE cable as per Technical Specification No. 05 a) 3C x 300 Sq.mm b) 3C x 150 Sq.mm	No. No.	7 8		
6	Fixing the Heat Shrink Straight through Joint kit for 11KV H.T XLPE cable as per Technical Specification No.06 a) 3C x 300 Sq.mm b) 3C x 150 Sq.mm	No. No.	7 8		
7	Supply of Heat shrink long sleeve & boat, suitable for RMU End termination kit (Indoor Type) for 11KV 3C x 150 Sq.mm H.T XLPE cable as per Technical Specification No. 07	No.	15		
8	Fixing of Heat shrink long sleeve & boat, suitable for RMU End termination kit (Indoor Type) for 11KV 3C x 150 Sq.mm H.T XLPE cable as per Technical Specification No. 08	No.	15		

9	Supply, Installation, Testing & commissioning at 11KV Outdoor type of gas Insulated, Ring Main unit (RMU) with fixing in floor HT Rubber Mat Describe as below  a) 6 Way, 11KV RMU Outdoor type,  as per Technical Specification No.09	No.	3		
10	Supply, of 11KV GIS panel -11 Module for indoor application 2 nos. I/C + 1B/C + 8 O/G as per technical specification No.10	No.	1		
11	Installation, Testing & Commissioning of supplied 11 KV GIS panel as per Technical Specification No.11	No.	1		
12	Preparation earthing station, chemical treated back filled compound earthing system with Pipe-In-Pipe 80 mm Dia Hot dip GI type 3 Mtr Depth, Maintenance free as per Technical Specification No.12	No	12		
13	<b><u>Hot Dip G. I. Strip for Earthing</u></b> Supply, laying, fixing including termination / connection of following type and size of GI earth strips 50 X 6 mm GI earth strips and as per technical specification no.13	Mtr.	250		
14	Supply and Installation of Pre cast RCC Cable Route Marker install every 50 Mtr. and turning point of Cable Trench end/HDD area/Excavated cable route along with Masonry work with complete work and as per Technical Specification no.14	No.	140		

(In Words:

Rs. \_\_\_\_\_ )

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

**Seal & Sign of  
Contractor**

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

## **SECTION- VII**

<b>Approved Make List for Electrical Items</b>		
Sr. No.	Description	Recommended Makes
1	HV VCB	SIEMENS / CROMPTON GREAVES/ABB/Schneider
1(a)	HV Gas Insulated Breakers	SIEMENS /Schneider/ABB
2	POWER TRANSFORMERS	VOLTAMP/CROMPTON GREAVES /BHARAT BIJLEE/ BHEL/ SIEMENS/ABB/ Schneider/T&R
3	DISTRIBUTION TRANSFORMERS	EMCO/KIRLOSKAR/PATSON/VOLTAM P/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/ NICCO/GLOSTER/ UNISTAR/ UNIVERSAL
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ NICCO/ RALLISON/PRIMECAB/ HAVELLS/ UNIVERSAL/ UNISTAR/AVOCAB
7	LT ACB	SIEMENS/L&T/SCHNEIDER/C&S
8	PROTECTION RELAYS	AREVA/L&T/SIEMENS/ABB/C&S
9	LT PANEL	CPRI APPROVED
10	CHANGE OVER SWITCH	SIEMENS/L&T/ABB/C&S/SCHNIDER/ LEGRAND / INDOASIAN
11	SFU FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB/C&S
12	SFU FOR DISTRIBUTION PANELS & FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/HAVELLS
13	MCCB FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB
14	MCCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNIDER/ LEGRAND/ INDOASIAN/HAVELLS
15	MCB/ELCB/RCCB/ RCCBO FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/HAGER L&T/ABB
16	MCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/ HAVELLS/ STANDARD
17	MCB DISTRIBUTION BOARD	STANDARD / HENSEL/LEGRAND / INDOASIAN / HAVELLS

18	MULTI FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/DIGITAL KWH METERS	L&T/ENERCON/SECURE/L&G/RISHABH
19	ANALOG VOLT/AMPARE METER FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SELECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	RR KABEL/KEI/POLYCAB/MILEX/GUJCAB / STANDARD/ FINOLEX/ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY/PANAMA/HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS/INDOASIANSIEMENS
27	PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES	PRECISION/VULCAN/FINOLEX/GARWARE/RESTOPLAST/SWASTIK/B PI
28	GLS LAMPS & FLUORESCENT LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
29	HPSV, HPMV & METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
30	IGNITORS FOR HPSV, METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31	LUMINARIES	PHILIPS/BAJAJ/WIPRO/CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31a	LED Luminaries	Philips /Bajaj/Wipro/CG/Surya/Pyrotech/Sys ka/Nessa having surge Protection $\geq 10KV$ for fittings & internal Surge rotection for Driver of $\geq 4KV$ , LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/Nicia with LM-79,80 CERTIFICATION
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC

33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
34	EXHUAUST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
36	WATER COOLER	VOLTAS/SHRIRAM USHA/BLUE STAR
37	AIR CONDITIONERS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/ONIDA
38	REFRIGERATORS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/WHIRLPOOL
39	VOLTAGE STABILIZER	VEELINE / CAPRI
40	INVERTERS	SUKAM / MICROTEK
41	D.G. SETS A) ENGINE  B) ALTERNATOR	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR/ ASHOK LEYLAND/VOLVO STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC
42	ELECTRIC MOTOR	ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB
43	WATER PUMPS	SWASTIK / KSB
44	WATER GEYSER	BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD
45	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO

**Signature & Seal of Contractor**

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

## **Section VIII**

### **Format for submitting information for Bid Capacity**

**For calculating "A" of the formula.**

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

**Calculating "B" of the formula**

Sr. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid

**Signature &  
Seal of Contractor**

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

**SECTION IX**

**EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_  
\_\_\_\_\_ (authorization letter issued by the firm with my  
specimen signature and passport size photo and adhaar card are  
enclosed) have visited the site on \_\_\_\_\_ with \_\_\_\_\_ DPA  
representative Shri \_\_\_\_\_, (Designation) \_\_\_\_\_ for the work of  
**"Providing of HT cable from 66 KV substation to other dock area  
substation inside cargo jetty area."** and inspected the site and other  
issues related to tender to my satisfaction.

<b>Seal, name and signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of AEE (E)</b>

## Section -X

FORM-23A

Format of Insurance Surety Bond for Earnest Money Deposit  
(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No...  
Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....  
KNOW ALL

PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance

Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority

(Hereinafter called "the Employer") for the sum of. (Amount), for which payment well and truly to

Be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of Bid validity.
  - (a) Fails or refuses to sign the Contract Agreement when required, or
  - (b) Fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, Without the Employer having to substantiate its demand, provided that in its demand the Employer Will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two Above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the .....name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority Of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.



For and on behalf of the Insurance Company

---

In the capacity of

---

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNST MONEY DEPOSIT**

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

## SECTION XI

### Form – 8 A

#### FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No.....)

Date .....

(Name of the Contract)

To:

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

Dear Sir,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s. [Contractor's Name] .....with its Registered/Head Office at ..... (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. .... dated. ....and the same having been acknowledged by the Contractor, for..... [Contract sum in figures and words] for..... [Name of the work) and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to..... (\*)..... of the said value of the aforesaid work under the Contract to the Employer.

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

The Employer shall have the fullest liberty, without affecting in any way the liability of the

Insurance Company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

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

- i) Our liability under this Insurance Surety Bond shall not exceed ..... (\*).....
- ii) This Insurance Surety Bond shall be valid up to .....(+). .....
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before .....@.....

Dated this.....day of.....20.....at.....

**WITNESS  
Insurance**

**Signed for and on behalf of the  
Company**

1.....  
(Signature)

.....  
(Signature)

1.....  
(Name)

.....  
(Name)

Notes:

1. (\*) This sum shall be Five percent (5%) of the accepted tender annual value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.  
  
((@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.  
  
(+) This date will be the date of issue of defect liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value; such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution/issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.  
In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/Head office, if so required.

**Section -XII**  
**(To be Executed on Rs. 300/- Non Judicial Stamp Paper)**

**Integrity Pact**

The Integrity Pact duly signed by authorized person(s) with witness are to be submitted by the bidders along with the tender documents.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counterparty" means "Vendor / Supplier/ Contractor".

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future.

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

**Seal & Signature  
of Contractor**

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

## **INTEGRITY PACT**

### **Between**

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

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

### **Preamble**

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

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

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

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits

themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.



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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

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

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### **Section 5 - Previous transgression**

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

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

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



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

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

### **Section 8 - External Independent Monitor**

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

the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

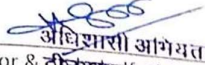
#### **Section 9 - Pact Duration**

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

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

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

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


  
 (For & on behalf of the Bidder/Contractor)  
**Executive Engineer (Elect.)**  
**Deendayal Port Authority**

(For & on behalf of the Bidder/Contractor)  
 (Office Seal)

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20

Signature of Witness  
 (Sign, Name & Address)

  
**Amil Rautiya**  
 Room No. 111, Nirman  
 Building, New Leandla

Signature of Witness  
 (Sign, Name & Address)

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

Note: The bidder has to executed Integrity pact agreement with Deendayal Port Authority (as per Bid Response sheet no. 10 and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Shri Dr. Gopal Dhawan, EX-CMD, have been appointed by DPA as Independent External Monitors and whose address are as under:-

(1) Shri Amiya Kumar Mohapatra, IFos (Ret.)  
 Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
 Bhubaneswar- 751 022.  
 Mobile No. 9437002530  
 Email: [amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

(2) Shri Dr. Gopal Dhawan, Ex CMD, MECL  
 House No. 120, Jai Shakti Vihar  
 (NHPC Society) P4, Builder Area,  
 Greate Noida Gautam Budh nagar,  
 Utter Pradesh-201 315.  
 Mobile No. 8007771467  
 Email: [gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)