

# DEENDAYAL PORT AUTHORITY

ISO 9001:2008 | ISO 14001 | ISPS COMPLIANT PORT



## MECHANICAL ENGINEERING DEPARTMENT

### ELECTRICAL DIVISION

TENDER NO. EL/WK/2866

**“Annual Rate Contract for testing and through examination of ELL Cranes, Harbor Mobile Cranes and accessories as per Dock Workers (Safety, Health & Welfare) Regulation 1991 at inside cargo jetty area for two years.”**

**Superintending Engineer (E)  
Electrical Division  
Deendayal Port Authority,  
Second Floor Nirman Building,  
New Kandla – 370 210.  
Phone No. (02836) 220636/270184  
Fax No. (02836) 270184/270475  
Email:-see@deendayalport.gov.in**

**CONTENTS OF TENDER DOCUMENT****Bid Reference No. EL/WK/2866**

- **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 : Insurance Surety Bond for Performance Guarantee (Form 8 A)**

## DEENDAYAL PORT AUTHORITY

### TENDER NOTICE NO. EL/WK/2866

Name of work	“Annual Rate Contract for testing and through examination of ELL Cranes, Mobile Harbour Cranes and accessories as per Dock Workers (Safety, Health & Welfare) Regulation 1991 at inside cargo jetty area for two years.”													
Estimated cost put to tender	₹ 29,31,615.00/-													
Tender fee :	<p>Rs. 5000 + 900 (GST) Present rate of GST is 18% Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 7 in Section IV)</b> in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – M</td><td>CONSTRUCTION</td></tr><tr><td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr><tr><td>Group – 741</td><td>Specialized design activates</td></tr><tr><td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c</td></tr><tr><td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr></table>		Level	Description	Section – M	CONSTRUCTION	Division – 74	Other professional, scientific and technical activities	Group – 741	Specialized design activates	Class – 7490	Other professional, scientific and technical activities n.e.c	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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EMD	<p>₹ 29,316/- (Rupees Twenty-Nine Thousand Three Hundred sixteen only)</p> <p>Earnest Money Deposit (EMD) shall be submitted in form of digital mode of payment in favor of Deendayal Port Authority payable at Gandhidham 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. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT. In Tender Document to be uploaded on— (n), procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 7 in Section IV)</b> in preliminary bid.</p> <table><tr><th>Level</th><th>Description</th></tr><tr><td>Section – M</td><td>CONSTRUCTION</td></tr><tr><td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr><tr><td>Group – 741</td><td>Specialized design activates</td></tr><tr><td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c</td></tr><tr><td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr></table>				Level	Description	Section – M	CONSTRUCTION	Division – 74	Other professional, scientific and technical activities	Group – 741	Specialized design activates	Class – 7490	Other professional, scientific and technical activities n.e.c	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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Last date of downloading	04/09/2025 upto 15:00															
Last date and time of submission of E-tender	04/09/2025 upto 16:00 only on website <a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> :															
Pre-bid meeting	XX/XX/2025 @ 12:00 Hrs. in the Old Board Room, A. O. Building, Gandhidham															
Date and time for opening of E- tender	04/09/2025 at 16:00 hrs															
Downloading websites	<a href="https://kpt.nprocure.com">https://kpt.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .															
Corrigendum, if any, will be placed on websites only.																

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

### NOTICE INVITING ON LINE TENDER

**Details about tender:**

<b>Department Name</b>	Mechanical Engineering Department										
<b>Circle/ Division</b>	Electrical Division, Nirman Building, Second Floor, New Kandla-(Kutch)-370210										
<b>Tender Notice No.</b>	EL/WK/2866										
<b>Name of Project</b>	"Annual Rate Contract for testing and through examination of ELL Cranes, Mobile Harbour Cranes and accessories as per Dock Workers (Safety, Health & Welfare) Regulation 1991 at inside cargo jetty area for two years."										
<b>Name of Work</b>	"Annual Rate Contract for testing and through examination of ELL Cranes, Mobile Harbour Cranes and accessories as per Dock Workers (Safety, Health & Welfare) Regulation 1991 at inside cargo jetty area for two years."										
<b>Estimated Contract Value (INR)</b>	₹ 29,31,615.00/-										
<b>Period of Completion (in Months)</b>	<b>24 months from the date of issue of work order</b>										
<b>Bidding Type</b>	Limited tender from DGFASTI empanelled firms only of having executed work of Annual through examination of any cranes as per Dock Workers (Safety, Health & Welfare) Regulation 1991										
<b>Bid Call (Nos.)</b>	<b>One</b>										
<b>Tender Currency Type</b>	<b>Single</b>										
<b>Tender Currency Settings</b>	<b>Indian Rupee (INR)</b>										
<b>Similar works:</b>	<b>Similar works means: Annual Through Examination of any cranes as per Dock Workers (Safety, Health &amp; Welfare) Regulation 1991.</b>										
<b>Joint Venture</b>	<b>Not Allowed</b>										
<b>Rebate</b>	<b>Not applicable</b>										
<b>Bid Document Fee:</b>	<p><b>Rs. 5000 + 900 (GST)= 5900/-</b> Present rate of GST is 18% (non- refundable)/-(Five Thousand Nine Hundred Only)</p> <p>Through online transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on—(n)procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 <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 7 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 – M</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr> <tr> <td>Group – 741</td><td>Specialized design activates</td></tr> <tr> <td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c</td></tr> </tbody> </table>	Level	Description	Section – M	CONSTRUCTION	Division – 74	Other professional, scientific and technical activities	Group – 741	Specialized design activates	Class – 7490	Other professional, scientific and technical activities n.e.c
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<b>Bid Security/ EMD (INR) :</b>	<p><b>₹ 29,316/- (Rupees Twenty-Nine Thousand Three Hundred sixteen only)</b> Earnest Money Deposit (EMD) shall be submitted in form of digital mode of payment in favor of Deendayal Port Authority payable at Gandhidham in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT. In Tender Document to 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-74909 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 <b>along with Bid Securing Declaration Form (Form 7 in Section IV)</b> in preliminary bid.</p> <table> <tr> <th>Level</th><th>Description</th></tr> <tr> <td>Section – M</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 74</td><td>Other professional, scientific and technical activities</td></tr> <tr> <td>Group – 741</td><td>Specialized design activates</td></tr> <tr> <td>Class – 7490</td><td>Other professional, scientific and technical activities n.e.c</td></tr> <tr> <td>Sub Class - 74909</td><td>Other professional, scientific and technical activities n.e.c.</td></tr> </table>	Level	Description	Section – M	CONSTRUCTION	Division – 74	Other professional, scientific and technical activities	Group – 741	Specialized design activates	Class – 7490	Other professional, scientific and technical activities n.e.c	Sub Class - 74909	Other professional, scientific and technical activities n.e.c.
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<b>Bid Document Downloading Start Date</b>	<b>21/08/2025 @ 17:00 Hrs.</b>												
<b>Bid Document Downloading End Date</b>	<b>04/09/2025 up to 15:00 Hrs.</b>												
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>XX/XX/XXXX @ 00:00 Hrs. at A.O. Building, Gandhidham</b>												
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>04/09/2025 @ 16:00 Hrs.</b>												
<b>Bid Validity Period</b>	<b>120 Days</b>												
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</p>												

Classification-74909 **mentioned** in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate **along with Bid Securing Declaration Form (Form 7 in Section IV)** in preliminary bid.

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**2) EMD: ₹ 29,316/- (Rupees Twenty-Nine Thousand Three Hundred sixteen only)**

Earnest Money Deposit (EMD) shall be submitted in form of digital mode of payment in favor of Deendayal Port Authority payable at Gandhidham in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT. In Tender Document to be uploaded on— (n), procure website.

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**Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (in case exemption under MSE's) are received electronically.**

However, for the purpose of realization, bidder shall send the same in original to SE (E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Superintending Engineer (E), Electrical Division, Nirman Building, Second Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening without fail, without which the bid shall be treated as non-responsive.

Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.
Bid Opening Date	Technical Bid will be opened on 04/09/2025 @ 16:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

Documents required to be submitted by scanning through online	a. Documents in support of fulfilling Qualifying Criteria as indicated above. b. EMD -As indicated above. c. Tender fee - As indicated above. d. Documents Mentioned in Eligibility Criteria. e. Bid Security Declaration form (In case of MSE).
Officer- Inviting Bids:	Superintending Engineer (E), Electrical Division, Nirman Building, Second Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Superintending Engineer (E)
Address:	Superintending Engineer (E), Electrical Division, Nirman Building, second Floor, New Kandla-(Kutch)-370210
Contact Details :	Superintending Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-270209, 270342. 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, Ahmadabad – 380054 (Gujarat)

**Contact Details:**

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

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

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

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

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

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

## **SECTION – I**

### **INSTRUCTION TO BIDDERS**

#### **A. GENERAL**

##### **1. Scope of Bid**

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

##### **2. Source of funds**

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

##### **3. Eligible Bidders**

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

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

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

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

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

##### **4. Eligibility Criteria:**

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

Sr. No	Particulars	Supporting Documents
(a)	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be at least ₹ 8.79 Lakh Certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant. UDIN should be mentioned in the certificate.
(b)	<b>Similar work Criteria:</b>	<b>Similar works means: DGFASLI empaneled firm who have executed Annual Through Examination of any cranes as per Dock Workers (Safety, Health &amp; Welfare) Regulation 1991.</b>

(c)	<b>Competent Person Order of DGFSLI:</b>	Valid Order of Chief Inspector under Regulation 2(d) of the Dock Workers (Safety, Health and Welfare) Regulations, 1990, approved as "Competent Person" under the provisions of the Dock Workers (Safety, Health and Welfare) Regulations, 1990 for the purposes of testing, examination and certification of lifting appliances and loose gears.
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**4.2 All bidders shall scan and forward the following information and documents with their bids.**

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited. . **(This clause superseded by Clause No. 1 under Special Conditions, Section-III)**
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts. . **(This clause superseded by Clause No. 1 under Special Conditions, Section-III)**
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.

EMD: ₹ 29,316/- (Rupees Twenty-Nine Thousand Three Hundred sixteen only)

- g. Earnest Money Deposit (EMD) shall be submitted in form of digital mode of payment in favor of Deendayal Port Authority payable at Gandhidham in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT. In Tender Document to be uploaded on— (n), procure website.
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- i. Tender fee in form of Digital Transfer only.
- j. Information regarding any litigation, current or during the last five years, in which the Bidder is

involved, the parties concerned, and disputed amount.

- k. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- l. Power of attorney (dully accompanied by resolution of Board in case of company).
- m. Qualifications and experience of key site management and technical personnel proposed for the contract. **(This clause superseded by Clause No. 1 under Special Conditions, Section-III)**
- n. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. **(This clause superseded by Clause No. 1 under Special Conditions, Section-III)**
- o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- p. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
- q. In case the similar work has been executed for any private body, the bidder will produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. **(This clause superseded by Clause No. 1 under Special Conditions, Section-III)**
- r. Bidders should give an undertaking that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

**t. Bid Securing Declaration Form for MSE's (Form 7 in Section IV)**

- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - Record of poor performance such as abandoning the works, non – completion of the contract.

**5. One Bid per Bidder**

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

**6. Joint Venture: (This clause superseded by Clause No. 2 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 legibility criteria.

## **7. Cost of Bidding**

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

## **8. Site Visit (This clause superseded by Clause No. 3 under Special Conditions, Section-III)**

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

## **B. Bidding Documents**

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

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

Invitation for Bids (NIT)

#### **Bid Reference No. EL/WK/2866**

- **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**

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

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

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

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

### **10.2 Pre-Bid meeting (This clause superseded by Clause No. 4 under Special Conditions, Section-III)**

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on XX/XX/XXX @ 00:00 hrs at Old Board Room, A.O Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) or

[www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.

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

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

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

## **11. Language of Bid**

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

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

The bid submitted by the bidder shall comprise the following:

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

- i) Bid Security i.e. EMD and Tender Fees (Preliminary Bid) and **along with BidSecuring Declaration Form for MSE's (Form 7 in Section IV)**
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

### **B) Financial Bid :**

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

## **13. Bid Prices**

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

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

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

## **15. Bid Validity**

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

## **16. Bid Security**

### **16.1 EARNEST MONEY DEPOSIT (EMD)**

The tender shall be accompanied by Earnest Money Deposit ₹ 29,316/- (**Rupees Twenty-Nine Thousand Three Hundred sixteen only.**)

Earnest Money Deposit (EMD) shall be submitted in form of digital mode of payment in favor of Deendayal Port Authority payable at Gandhidham in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer. EMD in any other form shall not be accepted. Exception from EMD for Micro and Small Enterprise (MSEs) shall be applicable as per condition in NIT. In Tender Document to be uploaded on— (n), procure website.

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

**(a) EMD**

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 10 of SECTION IV) as per the tender clause and executing the agreement (in Form 9 of SECTION IV) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded Suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

**(b) Bid Security i.e. EMD will be forfeited if:**

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

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

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

**19. Amendment of Bidding Documents**

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

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

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

**D. Submission of Bids.**

**20. Submission of Bids**

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

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

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

- 20.1 The envelopes shall be addressed to:  
Superintending Engineer (E)  
Deendayal Port Authority,  
Electrical Division, Second Floor,  
Nirman Building,  
New Kandla – 370210. Gujarat-State
- (a) bear the following identification:

**Accompaniments for “Annual Rate Contract for testing and through examination of ELL Cranes, Harbor Mobile Cranes and accessories as per Dock Workers (Safety, Health & Welfare) Regulation 1991 at inside cargo jetty area for two years.”**

Bid reference No **EL/WK/2866**  
Name and address of the bidder.

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

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than 15:30 Hrs. on 04/09/2025.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://kpt.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://kpt.nprocure.com> websites shall prevail.

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

## **22. Late Bids**

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

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

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

## **E. Bid Opening and Evaluation**

### **24. Bid Opening**

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

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

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

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

26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid

- (a) Has been properly digitally signed,
- (b) Meets the eligibility criteria defined
- (c) Is accompanied by the required Bid security and tender fees;
- (d) is responsive to the requirements of the Bidding documents.
- (e) GST to be quoted invariable by bidder.

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

26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

## **27. Evaluation and Comparison of Bids**

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

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

27.3 If in the opinion of Engineer In Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

## **F. Award of Contract**

### **28. Award Criteria**

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

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

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

### **30. Letter of Award:**

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

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

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

(Global Bid) of issue of the notification of award (Letter of Award). The agreement will incorporate all correspondence between the employer and the successful bidder.

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

- 32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) /28 days (Global Bid) from the date of issue of Letter of Award.
- i) The successful Bidder will be required to execute an agreement at his expense on three Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 9) for the due and proper fulfilment of the contract within 14 days (national Bid) 28days (Global bid) from the date of Letter of Award.
- 32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3. The contract period shall be reckoned from the date of issue of work order to commence the work.
- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.300/-)
  - ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
  - iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
  - iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
  - 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 work after release of Final Bill.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

- 3) The Deendayal Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The bank guarantee towards performance guarantee cum security deposit will be accepted in from any nationalized bank/scheduled bank (Except co-operative bank) having its branch at Gandhidham.
- 5) The Deendayal Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) In case of submission of fraudulent documents with regard to Bank Guarantee/Insurance Surety Bond (Form 8A) against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Black listing the contractor for the next three years.
- 7) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee 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. **(Not Applicable)**
- 9) BG submitted by the contractor should remain valid for a period of 60 days beyond the date of completion of all contractual obligations of the concerned contractor including defect liability period.

#### **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 twenty-four (24) months from the date of issue of Work Order. The contract period is extendable to a period of up to 12 months on the same rate, terms and condition on mutual consent.

#### **36. Corrupt or Fraudulent Practices**

- 36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:
- (a) defines the following for the purpose of these provisions:
    - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
    - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at

artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

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

**Signature & Seal  
Of Contractor**

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

## SECTION – II

### GENERAL CONDITIONS OF CONTRACT

#### GENERAL CONDITIONS

##### **1. Definitions**

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

- a. **“Employer”** means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- 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 Award, 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 and excise 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 befurnished 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:**

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

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

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

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

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

**7. Payment Terms:**

**(This clause superseded by Clause No. 5 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 5 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:**

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

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

contractor risk:

- a) Loss of or damage to the works, 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

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

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

8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

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

## **9. Time Extensions:**

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

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

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

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

## **11. Liquidated Damages:**

**(This clause is superseded by Clause No. 7 under Special Conditions, Section-III)**

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

11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be

entitled without prejudice to any other right or remedy available in that be half percent ( ½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.

- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD upto ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

## **12. Variations:**

### **12.1 Variation in Conditions of Contract:**

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

### **12.2 Variation in Quantities of Schedule – B:**

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

## **13. Acceptance:**

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

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

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

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

- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

## 15 Taxes:

### **GST Clause:**

- (a) The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimburse by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid. The TDS on GST as per the applicability will be deducted. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors / professionals and others for work order/contracts exceeding Rs. 2,50,000.00
- (f) Contractor / Service provider / Supplier etc. Has to ensure timely and proper filling of GSTR 1 so that DPA 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 financial loss to the DPA and therefore same shall recovered from payment / deposit of the Contractor / Service provider / Supplier etc.

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

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

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

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

## 16. Deduction:

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance

with the prevailing rules of Govt.

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

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

**17. Subcontracts:**

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

**18. Idle Charges:**

**(This clause superseded by Clause No. 09 under Special Conditions, Section-III)**

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

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

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

**20. Conduct:**

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

**21. Accident:**

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

**22. Watch and ward:**

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

**23. Termination:**

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

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

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

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

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

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

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

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

## **24. Arbitration Clause:**

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

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

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

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

- (III) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.
- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

**25. Indemnification:**

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

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

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

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

**27. Delegation**

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

**28. Communications**

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

**29. Personnel:**

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

**30. Employer's Obligation**

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

- (i) Electricity, and water execution of the work at site shall be provided on Free of cost subject to availability. Necessary arrangements have to be borne by contractor.
- (ii) The employer will not provide accommodation, during the tenure of contract. However, suitable accommodation will be provided for site office purpose at inside cargo jetty area.
- (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 will clarify queries on the Technical Data.

**32. Approval by the Engineer-in-Charge.**

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

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

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

**33. Discoveries**

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

**34. Access to the site**

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

**35. Instructions**

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

**36. Safety**

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

**Quality Control**

**37. Identification of Defects**

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

**38. Correction of Defects**

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

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

**39. Uncorrected Defects**

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

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

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

**41. Removal of Rejected goods:**

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

**42. Use of Contract Document:**

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

**43. Memorandum of Settlement:**

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

**44. Deviations:**

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

**45. Approvals:**

**(This clause superseded by Clause No. 11 under Special Conditions, Section-III)**

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

**46. Third Party Inspection:**

**(This clause superseded by Clause No. 12 under Special Conditions, Section-III)**

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

- ii. 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 materials per schedule/work till taken over by DPA.
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms**.

**47. Bar Chart**

**(This clause superseded by Clause No. 13 under Special Conditions, Section-III)**

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

**48. Engagement of Labour:**

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

**49. Police verification of contract labour:**

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

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contracts 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.

**50.**

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

**(This clause superseded by Clause No. 14 under Special Conditions, Section-III)**

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

1. The number of labourers employed by him on the work.
2. Their working hours.

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

**51. No Labour Below 14 Years:**

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

**52. Registers to be maintained at site:**

(This clause superseded by Clause No. 15 under Special Conditions, Section-III)

**1. Site order Book:**

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

**2. Hindrance Register**

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

**53. 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.

**54. Tools & Tackles:**

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

**55. Hot work: (This clause superseded by Clause No. 16 under Special Conditions, Section-III)**

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be provided by DPA free of cost

obtained from the concerned authorities of the port.

**56. 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.

**57. Valid Electrical Contractor License and Electrical Supervisor Certificate:**

(This clause superseded by Clause No. 17 under Special Conditions, Section-III)

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

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

**58. 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.

**59. 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 service tax), duties, fees, Cess etc. and all incidental charges.

**60. Labour License:**

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

**61. Fraudulent documentation by bidders:**

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

**62. The contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996. (Not Applicable)**

Signature & Seal  
of Contractor

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

## **SECTION –III**

### **SPECIAL CONDITIONS**

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

1. The clause No 4.2 (b),(c),(I),(M)& (p) of instructions to bidder (ITB), Section-I is not applicable.
2. The Clause No. 6 of instructions to bidder (ITB), Section-I is not applicable.
3. The Clause No. 8 of instructions to bidder (ITB), Section-I is not applicable.
4. The Clause No. 10.2 of instructions to bidder (ITB), Section-I is not applicable.

5. **Payment Terms:**  
**(The Clause No. 7 of Section –II is modified as under)**

Payment Terms: 100% after completion of complete of each job through RTGS and submission of test certificate as well as submission of invoice and joint Inspection by the EIC and representative of the contractor. In this regard, a joint inspection report will be prepared and signed by the contractor and EIC of DPA. Payment will be released after deducting statutory taxes at applicable rates.

6. **Insurance:**  
**(The Clause No. 8 of Section-II is modified as under)**

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

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

7. **Liquidated Damages/Penalties:**

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

1. The contractor shall complete the work as per the condition of the contract and hand over the crane with 8 hours from the date and time of handing over of the crane by DPA. In case of delay beyond 8 hours in handing over the crane to DPA after completing the work as per the condition of the tender, Liquidate Damage at the rate of 1% value of the particular item of the work to be executed for per hour and part thereof will be imposed subject to maximum penalty of 10% of the total contract value.
2. The contractor shall ensure not to cause any damages to the port properties in the vicinity of work site during execution of work. If any damage occurs due to workers/ machinery of the contractor, the contractor has to make good the loss/ damage at his cost.

8. The clause No. 14 of General Condition of contract bidder (GCC), Section-II is not applicable.
9. The clause No. 18 of General Condition of contract bidder (GCC), Section-II is not applicable.
10. The clause No. 30 of General Condition of contract bidder (GCC), Section-II is not applicable.
11. The clause No. 45 of General Condition of contract bidder (GCC), Section-II is not applicable.
12. The clause No. 46 of General Condition of contract bidder (GCC), Section-II is not applicable.
13. The clause No. 47 of General Condition of contract bidder (GCC), Section-II is not applicable.
14. The clause No. 50 of General Condition of contract bidder (GCC), Section-II is not applicable.
15. The clause No. 52 of General Condition of contract bidder (GCC), Section-II is not applicable.
16. The clause No. 55 of General Condition of contract bidder (GCC), Section-II is not applicable.
17. The clause No. 57 of General Condition of contract bidder (GCC), Section-II is not applicable.
18. All the rules and regulation governing DPA will be applicable.

**Signature & Seal of  
Contractor**

**-Sd/-  
Superintending 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
7.	Bid security declaration form (For MSEs)

**Part – II**

**To be used by successful Bidder**

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

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To

The Superintending Engineer (E)  
Deendayal Port Authority (Address\_)

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

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(EL/WK/266)**
- (c) our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.

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

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

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

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

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

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

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

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

### Specimen format for Pre-qualification of bidders

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

#### 1. Only for individual bidders

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

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

#### 2. Turnover of the Firm

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	2022-23	
	2023-24	
	2024-25	

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

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

#### 3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07years.	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		
	2024-25		

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

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

**1. Existing commitments and on-going works.**

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

**2. Works for which bids already submitted**

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

Attach attested certificates.

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

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

**6. Additional information bidder may like to submit**

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

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

**SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's Letter Head)

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

(Project title)

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

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

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

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

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

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

**SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID**

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

To

The

Dear Sir,

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

for the work of \_\_\_\_\_ and his specimen signature is appended here to ..

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**EXCEPTIONS AND DEVIATIONS**

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

<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)

**Form-8**

No: \_\_\_\_\_ **LETTER OF AWARD FORMAT**

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. \_\_\_\_\_ (Name of Work)

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

Dear Sirs,

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

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

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

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

**Yours Faithfully,**

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

**SPECIMEN CONTRACT AGREEMENT**

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

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

This agreement made of this \_\_\_\_\_ day of

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

and \_\_\_\_\_ (Name and address of all the partners if a partnership

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

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

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

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

WHEREAS the Contractor has agreed to deposit the Performance security deposit @ 10 % of contract price amounting to Rs. \_\_\_\_\_ in following manner for the due fulfilment of all the conditions of the contract

1) 5 % of Rs. \_\_\_\_\_ paid in the form of Bank Guarantee / Insurance Surety Bond / FDR OR Digital mode of payment, vide No. \_\_\_\_\_, dated \_\_\_\_\_, issued by \_\_\_\_\_ (to be submitted in 21 days of issue of LOA).

2) Balance 5% amount of Rs. \_\_\_\_\_ to be recovered from the work bills.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:-

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

hereinafter referred to.

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

- i) Notice inviting tender.
- ii) Technical specifications.
- iii) Special conditions of contract.
- iv) Tender submitted by the Contractor.
- v) The Board's "Drawing".
- vi) The schedule items of work with quantities and rates.
- vii) Any correspondence made between the Superintendent Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
- ix) Bank Guarantee / Insurance Surety Bond / FDR OR Digital mode of payment.
- x) All the dispute related to the subject contract shall be resolved through a conciliation committee/councils comprising of independent subject expert.

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 contract price of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only ) at the time and in the manner prescribed of the contract. IN WITNESS WHERE of the parties, here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address

Signature of Contractor

Seal

2. Name & Address

Seal

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

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

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

(Chief Mechanical Engineer)

Deendayal Port Authority

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

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

Secretary

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

Deendayal Port Authority

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

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

To,

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

1. In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide (Name of the Department)'s letter No. Date\_\_\_\_made between the contractors and the Board for execution of \_\_\_\_\_covered under Tender No. \_\_\_\_\_

dated (hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors of the terms and condition of the said contract, \_\_\_\_\_ on production of \_\_\_\_\_ a bank

Guarantee for Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_) only we, the (Name of the Bank and Address) \_\_\_\_\_ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_) only against any loss or damage caused to or suffered by the Board by reason of any \_\_\_\_\_ breach by the contractors of any of the terms and conditions of the said contract.

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

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

us for making such payment

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

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

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

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

(iii) Bank Account No. of Beneficiary is 10316591671. Date day \_\_\_\_ of \_\_\_\_ 20

**For (Name of Bank)**

**(Name) Signature**

**Form-11****SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Deendayal Port Authority,

Dear Sir,

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

(Name of contractor).....

We confirm having issued the above mentioned guarantee favouring yourselves,  
 issued on account of M/s. \_\_\_\_\_ validity for expiry 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 Office

## **Deendayal Port Authority**

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

#### **Part - 1**

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

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

Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - a) Serial No.
  - b) Nature of hindrance
  - c) Date of Occurrence
  - d) Period for which it is likely to last
  - e) Period for which extension required for this particular hindrance
  - f) Overlapping period if any, with reference to item.....
  - g) Net extension applied for
  - h) Remarks, if any.

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

Month.....Days

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

14. Total extension of time required for 11 & 12

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

**Signature of Contractor**

**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 Superintendent Engineer)**

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

and justification for extension recommended.

3. Superintendent Engineer's recommendations:

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

Signature of Superintending Engineer

Date

Dy. HOD/SE's recommendations

Signature of Dy. HOD

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

## SECTION-V

### Scope of Work & Technical Specification.

- 1.1 The work includes annual through examination of 8 Nos. of ELL Crane & 10 Nos. of Harbour Mobile Cranes of various capacities along with their accessories i.e. loose gears, grabs, wire rope, rope pear socket etc. as per DGFASLI, Govt. of India Dock Safety Workers (Safety, Health & Welfare) 1990.
- 1.2 The testing and examination shall be carried out every year under the regulations no 41, 47 & 48 of Dock Workers (Safety, Health & Welfare) 1990 strictly by competent persons approved by DGFASLI Govt. of India. The test certificates of examinations of each crane in form-IV, V prescribed by Govt. of India Dock Safety Workers (Safety, Health & Welfare) 1990, shall be issued and same also certified in annual examination register by competent persons (Approved by DGFASLI Govt. of India) with his/her seal and signature. The examination and testing shall be carried out as per Dock Workers (Safety, Health & Welfare) regulation 1990.
- 1.3 Item no. 1 includes through Examination of Cranes and their accessories under regulation no.41 by competent persons approved by DGFASLI, Govt. of India under Dock Workers (Safety, Health & Welfare) regulation 1990.
- 1.4 Item no. 2 includes through Examination of loose gear i.e. Hook Chain/Gears Assembly of following Cranes under regulation no. 47(2) by competent persons approved by DGFASLI, Govt. of India under Dock Workers (Safety, Health Welfare) regulation 1990.
- 1.5 Item no. 3 includes annual through Examination of Splice/ Sockets to wire ropes of following Cranes under regulation no. 47(2) by competent persons approved by DGFASLI, Govt. of India under Dock Workers (Safety, Health Welfare) regulation 1990.
- 1.6 Item no. 4 includes annual through Examination of Grabs of Cranes by competent persons approved by DGFASLI, Govt. of India under Dock Workers (Safety, Health Welfare) regulation 1990.
- 1.7 Item no. 5 includes annual through Examination of Cranes once in five years and their accessories under regulation no. 41 by competent persons approved by DGFASLI, Govt. of India under Dock Workers (Safety, Health Welfare) regulation 1990.
- 1.8 Any equipment / Dead weight for testing and Examination as per requirement of various testing shall be arranged and borne by contractor including transportation and shifting at site.

### **Bill of Quantity**

Schedule-B						
<b>Name of Work: - “Annual Rate Contract for testing and through examination of ELL Cranes, Harbour Mobile Cranes and accessories as per Dock Workers (Safety, Health &amp; Welfare) Regulation 1991 at inside cargo jetty area for two years”.</b>						
Sr. No.	Description	QTY	UNIT	Year	Rate	Amount
<b>1</b>	<b>Annual Examination of Cranes and its SWL for following capacity for two years.</b>					
(i)	16 Ton capacity ELL MBE Cranes at C/Jetty	2	Year	2		
(ii)	25 Ton capacity ELL MBE Cranes at C/Jetty	3	Year	2		
(iii)	25 Ton capacity ELL TIL Cranes at C/Jetty	3	Year	1		
(iv)	63 Ton capacity Italgru MH Cranes at C/Jetty	2	Year	1		
(v)	120 Ton capacity Italgru MH Cranes at C/Jetty	2	Year	2		
(vi)	125 Ton capacity Liebherr MH Cranes at C/Jetty	2	Year	1		
(vii)	100 Ton capacity Italgru MH Cranes at C/Jetty	4	Year	2		
<b>2</b>	<b>Annual Examination of loose gear i.e. Hook Chain/Gears Assembly of Cranes of following Capacity for two years.</b>					

(i)	16 Ton capacity ELL MBE Cranes at C/Jetty	2	Year	2		
(ii)	25 Ton capacity ELL MBE Cranes at C/Jetty	3	Year	2		

(iii)	25 Ton capacity ELL TIL Cranes at C/Jetty	3	Year	2		
(iv)	63 Ton capacity Italgru MH Cranes at C/Jetty	2	Year	2		
(v)	120 Ton capacity Italgru MH Cranes at C/Jetty	2	Year	2		
(vi)	125 Ton capacity Liebherr MH Cranes at C/Jetty	2	Year	2		
(vii)	100 Ton capacity Italgru MH Cranes at C/Jetty	6	Year	2		
<b>3</b>	<b>Annual Examination of Splice / Socket of wire rope of Cranes of following capacity for two Years.</b>					
(i)	16 Ton Capacity ELL MBE Cranes at C/Jetty	8	Year	2		
(ii)	25 Ton Capacity ELL MBE Cranes at C/Jetty	12	Year	2		
(iii)	25 Ton capacity ELL TIL Cranes at C/Jetty	12	Year	2		
(iv)	63 Ton capacity Italgru MH Cranes at C/Jetty	8	Year	2		
(v)	120 Ton capacity Italgru MH Cranes at C/Jetty	8	Year	2		

(vi)	125 Ton capacity Liebherr MH Cranes at C/Jetty	8	Year	2		
(vii)	100 Ton capacity Italgru MH Cranes at C/Jetty	16	Year	2		
<b>4</b>	<b>Load Testing and examination of grabs of various size as given below for two years</b>					
(i)	Grab of 8 Cu. Meter (four wire rope type)	2	Year	2		
(ii)	Grab of 10 Cu. Meter (four wire rope type)	2	Year	2		

(iii)	Grab of 16 Cu. Meter (four wire rope type)	5	Year	2		
(iv)	Grab of 18 Cu. Meter (four wire rope type)	2	Year	2		
(v)	Grab of 22 Cu. Meter (four wire rope type)	5	Year	2		
(vi)	Grab of 35 Cu. Meter (four wire rope type)	3	Year	2		
(vii)	Grab of 37 Cu. Meter (four wire rope type)	3	Year	2		
(viii)	Grab of 14 Cu. Meter (Four wire rope type)	6	Year	2		
(ix)	Grab of 30 Cu. Meter (Four wire rope type)	6	Year	2		
<b>5</b>	<b>5 yearly load testing of Cranes of SWL as following with dead weights, slings &amp; gears for two years</b>					
(i)	25 Ton capacity ELL TIL Cranes at C/Jetty	3	Year	1		
(ii)	63 Ton capacity Italgru MH Cranes at C/Jetty	2	Year	1		

(iii)	125 Ton capacity Liebherr MH Cranes at C/Jetty	2	Year	1		
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(In words Rupees \_\_\_\_\_)

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

Signature & Seal of Contractor

Superintending Engineer (Elect.)

Deendayal Port Authority

**SECTION VII****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

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

1.....  
(Signature)

.....  
(Signature)

1.....  
(Name)

.....  
(Name)

## Notes:

1. (\*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies.  
  
 (@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.  
  
 (+) This date will be the date of issue of defect liability Certificate (if applicable).
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution/issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.  
  
 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.