

DEENDAYAL PORT AUTHORITY



MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO. EL/WK/2819

“Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 Years”

Executive Engineer (E)

Electrical Division

Deendayal Port Authority,

Ground Floor, Nirman Building,

New Kandla – 370 210.

Phone No. (02836) 220636/270184

Fax No. (02836) 270184/270475

Email:-see@deendayalport.gov.in

xenedpa@gmail.com

CONTENTS OF TENDER DOCUMENT**Bid Reference No. EL/WK/2819**

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 - **SECTION I : Instruction to Bidders**
 - **SECTION II : General Conditions of Contract**
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 - **SECTION IV : Forms of Bid**
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TENDER NOTICE NO EL/WK/2819

Name of work	Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 Years"																								
Estimated cost put to tender	Rs. 7,22,15,172.00																								
Tender fee :	<p>Rs. 5000 + 900 (GST) Present rate of GST is 18% Through on line transfer in PNB bank Account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 6 in Section IV) in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – F</td><td>CONSTRUCTION</td></tr> <tr> <td>Division – 42</td><td>CONSTRUCTION</td></tr> <tr> <td>Group – 432</td><td>Electrical, plumbing and other construction installation activities</td></tr> <tr> <td>Class – 4321</td><td>Electrical installation</td></tr> <tr> <td>Sub Class – 43213</td><td>Installation of street lighting and electrical signals</td></tr> </tbody> </table> <p style="text-align: center;">or</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Section – D</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Division – 35</td><td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td></tr> <tr> <td>Group – 351</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Class – 3510</td><td>Electric power generation, transmission and distribution</td></tr> <tr> <td>Sub Class – 35109</td><td>Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.</td></tr> </tbody> </table>	Level	Description	Section – F	CONSTRUCTION	Division – 42	CONSTRUCTION	Group – 432	Electrical, plumbing and other construction installation activities	Class – 4321	Electrical installation	Sub Class – 43213	Installation of street lighting and electrical signals	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class – 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.
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EMD	<p>₹ 7,22,152/- (Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only)</p> <p>EMD shall also be accepted in the form of Insurance Surety Bond as per format and terms and condition in Form 23 A or Bank Guarantee in favor of "Board of Deendayal Port Authority, issued by any Nationalized/Schedule (Except Co-operative) Bank only having branch at Gandhidhm.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 6 in Section IV) in preliminary bid.</p>																								

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	Section – F	CONSTRUCTION			
	Division – 42	CONSTRUCTION			
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	Group – 351	Electric power generation, transmission and distribution			
	Class – 3510	Electric power generation, transmission and distribution			
	Sub Class – 35109	Collection and distribution of electric energy to households, industrial, commercial and other users n.e.c.			
Last date of downloading	27/10/2025 upto 16:00				
Last date and time of submission of E-tender	27/10/2025	16.00 upto	16:00	only	On Website
Pre-bid meeting	10/10/2025 @ 12:00 Hrs. in the Old Board Room, A. O. Building, Gandhidham				
Date and time for opening of E-tender	27/10/2025 at 16:15 hrs				
Downloading websites	https://tender.nprocure.com , http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in .				
Corrigendum, if any, will be placed on websites only.					

Executive Engineer (E)
Deendayal Port Authority

NOTICE INVITING ON LINE TENDER

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210
Tender Notice No.	EL/WK/2819
Name of Project	“Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 Years”
Name of Work	“Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CMAC for the period of 5 Years”
Estimated Contract Value (INR)	Rs. 7,22,15,172.00
Period of Completion (in Months)	08 months from the date of issue of work order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Integrity Pact	<p>Integrity Pact should be submitted as per below.</p> <p>a) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>b) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>
Pre-Qualifying Criteria:	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfill the following pre-qualification criteria:</p>

- a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least **₹ 2,16,64,551.60**
- b) Certified by Chartered Accountant along with UDIN mentioned on it.
- c) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:
- i) Three similar completed works each costing not less than the amount equal to least **₹ 2,88,86,068.80**.
- Or
- ii) Two similar completed works each costing not less than the amount equal to least **₹ 3,61,07,586.00**.
- Or
- iii) One similar completed work costing not less than the amount equal to least **₹ 5,77,72,137.60**.
- d) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.

The available bid capacity will be calculated as under: Assessed

Available **Bid capacity** = **A x N x 1.5 – B**, Where,

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

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

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

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

FinancialYear	2024-25	2023-24	2022-23	2021-22	2020-21
Index	154.9	151.4	152.5	139.4	123.4
Multiplying Factor	1.00	1.02	1.02	1.11	1.26

IMPORTANT:

- (i) The information may be provided as per the format given at Section X.

	<p>(ii) The value of each completed work shall be excluding the GST.</p> <p>(d) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p>Note:</p> <p>(i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p> <p>(e) The contractor shall have valid electrical contractor's license and electrical supervisor license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p> <p>(f) Upload duly signed document given at Section-IX towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-IX, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid.</p>
Similar Work Definition	<p><u>Similar Works Means:</u> Supply, Installation, Testing, Commissioning of illumination system with Street Lighting Poles and High mast along with L.T electrical distribution System for any Government or Public Sector Undertaking or any reputed Industrial Organization or Industry/ Company in private sector.</p>
Joint Venture	<ol style="list-style-type: none"> 1. In case of JV to qualify, experience in similar works, merging of work order value, executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV shall be merged to evaluate experience. 2. The Lead partner should have executed at least one similar work costing Rs. 288.86 Lakhs as per the Minimum Eligibility Criteria.

	<p>3. The similar works reckoned are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a subcontractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. If the similar work is executed as sub-contractor, it is mandatory to upload the sub-contract permission letter obtained from the Govt./Public Sector officer in case work belongs to the Govt./Public Sector, or from the owner of the project in case work belongs to private organization. Also, the completion certificate/form 3A authenticated by concern Govt./Public Sector officer or owner of the project shall be uploaded along with TDS certificate deducted for that particular work issued by the competent authority shall be submitted along with bid submission.</p> <p>4. In the case of Bid submitted by JV/Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</p> <p>5. The Bid Security, required, shall be furnished by the lead member of the JV.</p>
Rebate	Not applicable
Bid Document Fee:	<p>Rs. 5000 + 900 (GST)= 5900/- Present rate of GST is 18% (non- refundable)/-(Five Thousand Nine Hundred Only)</p> <p>Through online transfer in PNB bank accounts no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on— (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 6 in Section IV) in preliminary bid.</p>
Bid Document Fee Payable To:	<p>Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form-6 failing which the bid shall be considered non-responsive in preliminary bid.</p>
Bid Security/ EMD (INR) :	<p>₹ 7,22,152/- (Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only)</p> <p>EMD shall also be accepted in the form of Insurance Surety Bond as per format and terms and condition in Form 23 A or Bank Guarantee in favor of “Board of</p>

Deendayal Port Authority, issued by any Nationalized/Schedule (Except Co-operative) Bank only having branch at Gandhidham.

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

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

or

Level	Description
Section – F	CONSTRUCTION
Division – 42	CONSTRUCTION
Group – 432	Electrical, plumbing and other construction installation activities
Class – 4321	Electrical installation
Sub Class – 43213	Installation of street lighting and electrical signals

Bid Security/ EMD (INR) In Favor Of :

₹ 7,22,152/- (Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only)

EMD shall also be accepted in the form of Insurance Surety Bond as per format and terms and condition in Form 23 A or Bank Guarantee in favor of “Board of Deendayal Port Authority, issued by any Nationalized/Schedule (Except Co-operative) Bank only having branch at Gandhidham.

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

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	Class – 3510	Electric power generation, transmission and distribution
	Sub Class – 35109	Collection and distribution of electric energy to households industrial, commercial and other users n.e.c.
Bid Document Downloading Start Date	25/09/2025	
Bid Document Downloading End Date	27/10/2025 up to 16:00 Hrs.	
Date & Place of Pre Bid Meeting	10/10/2025 @ 15:00 Hrs. at A.O. Building, Gandhidham	
Last Date & Time for Receipt of Bids	27/10/2025 @ 16:00 Hrs.	
Bid Validity Period	120 Days	
Condition	<p>(1) Tender Fee : Rs. 5000 + 900 (GST)= 5900/- Present rate of GST is 18% (non-refundable)/-(Five Thousand Nine Hundred Only)</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700).Scanned copy of RTGS no. and date of transfer may be uploaded on— (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD.Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 6 in Section IV) in preliminary bid.</p> <p>(2) ₹ 7,22,152/- (Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only)</p> <p>EMD shall also be accepted in the form of Insurance Surety Bond as per format and terms and condition in Form 23 A or Bank Guarantee in favor of “Board of</p>	

	<p>Deendayal Port Authority, issued by any Nationalized/Schedule (Except Co-operative) Bank only having branch at Gandhidham.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form (Form 6 in Section IV) in preliminary.</p> <p>(3) Integrity Pact agreement duly signed by the bidder and their witness in the format attached in Section XI and as per the clause no.10 given in Special Condition of contract. IP is required to be submitted in preliminary bid failing which the Technical bids will be considered non responsive.</p> <p>Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration (if MSE) Form (Form 6 in Section IV) are received electronically.</p> <p>However, for the purpose of realization, bidder shall send the same in original to XEN (E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening without fail, without which the bid shall be treated as non-responsive.</p>
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.
Bid Opening Date	Technical Bid will be opened on 27/10/2025 @ 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	<p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>b. EMD -As indicated above.</p> <p>c. Tender fee - As indicated above.</p> <p>d. Integrity pact (duly signed by bidder and witness)</p> <p>e. Documents Mentioned in Eligibility Criteria.</p> <p>f. Bid Security Declaration form (In case of MSE).</p>
Officer- Inviting Bids:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Executive Engineer (E)
Address:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210

Contact Details :	<p>Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-270209, 270342.</p> <p>E mail ID :- xenedpa@gmail.com</p> <p>Fax No. 02836 270184.</p>
Corrigendum, if any, will be placed on websites only.	

Details about tender:

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

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

SECTION-I

INSTRUCTION TO BIDDER

A. GENERAL

1. Scope of Bid

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

2. Source of funds

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

3. Eligible Bidders

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

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfilment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

4. Eligibility Criteria:

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

Sr. No	Particulars	Supporting Documents
(A)	Average Annual financial turnover during the last 3 years, ending 31 st March of the previous financial year, should be at least ₹ 2,16,64,551.60 Certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant along with UDIN mentioned on it.
(B)	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:	(a) A copy of the completion certificate in respect of the successfully completed similar work.

	<p>(i) Three similar completed works each costing not less than the amount equal to ₹ 2,88,86,068.80.</p> <p style="text-align: center;">Or</p> <p>(ii) Two similar completed works each costing not less than the amount equal to ₹ 3,61,07,586.00.</p> <p style="text-align: center;">Or</p> <p>(iii) One similar completed work costing not less than the amount equal to ₹ 5,77,72,137.60.</p> <p>Note: The cost of One /Two /Three similar work shall be excluding of GST.</p>	<p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:-</p> <ol style="list-style-type: none"> 1) Name of Contractor 2) Name of Work 3) No. of work order/agreement and date 4) Contract value 5) Contract period 6) Date of commencement of work 7) Date of completion 8) Value of Work executed during the contract period/original contract period 9) Date of issue of completion certificate. <p>c). In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.</p>
(C)	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.</p> <p>The available bid capacity will be calculated as under: Assessed Available Bid capacity = A x N x 1.5 –B, Where,</p> <p>“N” = Number of years prescribed for completion of the subject contract.</p> <p>“A” = Maximum value of works executed in any one year during last five years (at current price level).</p>	

	<p>“B” = Value at current price level of existing commitments and on-going works to be completed in the next ‘N’ years.</p> <p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <table><tr><td>FinancialYear</td><td>2024-25</td><td>2023-24</td><td>2022-23</td><td>2021-22</td><td>2020-21</td></tr><tr><td>Index</td><td>154.9</td><td>151.4</td><td>152.5</td><td>139.4</td><td>123.4</td></tr><tr><td>MultiplyingFactor</td><td>1.00</td><td>1.02</td><td>1.02</td><td>1.11</td><td>1.26</td></tr></table> <p>IMPORTANT:</p> <p>(i) The information may be provided as per the format given at Section X.</p> <p>(ii) The value of each completed work shall be excluding the GST.</p>						FinancialYear	2024-25	2023-24	2022-23	2021-22	2020-21	Index	154.9	151.4	152.5	139.4	123.4	MultiplyingFactor	1.00	1.02	1.02	1.11	1.26
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Index	154.9	151.4	152.5	139.4	123.4																			
MultiplyingFactor	1.00	1.02	1.02	1.11	1.26																			
(D)	<p>In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p>Note:</p> <p>(i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>																							
(E)	<p>The contractor shall have valid electrical contractor’s license and electrical supervisor license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.</p>																							
(F)	<p>Upload duly signed document given at Section-IX towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-IX, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid.</p>																							
(G)	Similar works means		Supply, Installation, Testing, Commissioning of illumination system with Street Lighting Poles and																					

		High mast along with L.T electrical distribution System for any Government or Public Sector Undertaking or any reputed Industrial Organization or Industry/ Company in private sector.
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4.2 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. Valid Electrical Contractor License issued by respective State / Central Govt. (Without uploading of Valid Electrical Contractor License, the bid will be considered non-responsive)
- h. EMD in form of Bank Guarantee OR ~~Digital mode of payment only.~~ Insurance Surety Bond.**
- 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 (duly accompanied by resolution of Board in case of company).
- m. Qualifications and experience of key site management and technical personnel proposed for the contract.
- n. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- p. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.

- q. In case the similar work has been executed for any private body, the bidder will produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
 - r. Bidders should give an undertaking that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
 - s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
 - t. Duly signed Integrity pact agreement by the bidder and witness (also to be arranged by bidder) to be submitted in preliminary bid.
 - u. Bid Securing Declaration Form for MSE's (Form 6 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 (Allowed)

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

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

Invitation for Bids (NIT)

Bid Reference No. **EL/WK/2819**

- **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** : **Approved Make List for Electrical Items**
- **SECTION VI** : **Scope of work & Technical specification**
- **SECTION VII** : **Bill of Quantities**
- **Section VIII** : **Bank guarantee format for EMD**
- **Section IX** : **Evidence Towards side visit**
- **Section X** : **Information of bid capacity**
- **Section XI** : **Integrity pact**

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

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

10. Clarifications of the Bidding Documents

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

10.2 Pre-Bid meeting

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on **10/10/2025 @ 12:00 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://tender.nprocure.com> , www.deendayalport.gov.in or www.eprocure.gov.in website without disclosing source of enquiry.

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

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

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

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- i) Bid Security i.e. EMD and Tender Fees and Integrity Pact (Preliminary Bid) and **along with Bid Securing Declaration Form for MSE's (Form 6 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 ([Modified as per Clause No. 1 under Special conditions, Section III](#))

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

13.3 Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work. All other duties, taxes, cesses applicable if any, shall be borne by the contractor

14. Currencies of Bid and Payment

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

15. Bid Validity

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

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

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

16. Bid Security

16.1 EARNEST MONEY DEPOSIT (EMD)

The tender shall be accompanied by Earnest Money Deposit of ₹ 7,22,152/- (**Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only**)

The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. EMD submit through Bank Guarantees (as per enclosed format given in SectionVIII) may be uploaded on — (n) procure website.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate **along with Bid Securing Declaration Form (Form 6 in Section IV)** in preliminary bid in order to become eligible for exemption from payment of EMD. It may be noted that exemption certificate issued by any other authority will not be entertained. =

Level	Description
Section – F	CONSTRUCTION
Division – 42	CONSTRUCTION
Group – 432	Electrical, plumbing and other construction installation activities
Class – 4321	Electrical installation
Sub Class – 43213	Installation of street lighting and electrical signals

or

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

- i) The EMD up to Rs. 5 lakhs be payable either by online transfer. EMD beyond Rs. 5 lakhs is also payable in the form of Insurance Surety Bond/Bank Guarantee for the entire amount from any Nationalized Bank/Scheduled Bank except Co-operative Bank having its branch at Gandhidham. Bank Guarantee shall

be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.

Earnest Money Deposit of Rs. **7,22,152/- (Rupees Seven Lakh Twenty Two Thousand One Hundred Fifty Two Only)**

- (i) The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on line transfer in PNB bank account no. 2177002100004628 – Deendayal Port Authority (IFSC Code PUNB00217700). Scanned copy of RTGS no. and date of transfer may be uploaded on “(n) procure website.”

(a) EMD

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

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

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using 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 into account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

D. Submission of Bids.

20. Submission of Bids

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

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

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

- 20.1 The envelopes shall be addressed to:

(a) Executive Engineer (E)

**Deendayal Port Authority,
Electrical Division, Ground Floor,
Nirman Building,
New Kandla – 370210
Gujarat-State**

- (b) Bear the following identification:

Accompaniments for “Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 Years”

Bid reference No. EL/WK/2819

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 [websiteshttps://tender.nprocure.com](https://tender.nprocure.com) not later than **16:00 Hrs. on 27/10/2025**.
- 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://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (thehard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, 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://tender.nprocure.com> and www.deendayalport.gov.in as well as 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.7) 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 fulfillment of the contract within 14 days (national Bid) 28days (Global bid) from the date of Letter of Award in legal size green paper in two sets.

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 on legal size green papers.
 - 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 (Modified as per Clause No. 2 under Special conditions, Section III)

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

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

completion of guarantee period.

- 7) The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

34. Issue of Work Order ((Modified as per Clause No. 3 under Special conditions, Section III))

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within **Eight (08) months** from the date of issue of Work Order. The contract period is extendable to a period of up to two 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.

36.2 Integrity Pact:

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

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

the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

Signature & Seal
of Contractor

Executive Engineer (E)
Deendayal Port Authority

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- a. **“Employer”** means **“Board of Deendayal Port Authority, a body incorporated under Major Port Authority Act, 2021.”**
- b. **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- c. **“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.
- d. 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.
- e. The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- f. 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.
- g. **“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’.
- h. **“Approved” or “Approval”** shall mean approval in writing.
- i. **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- j. **“Day”** are calendar days, **“months”** are calendar months **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- k. **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- l. **“Plant”** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2.0 Use of Contract Document:

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

3.0 Change Order:

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.

4.0 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.

5.0 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.

6.0 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.

7.0 Payment Terms: (Modified as per Clause No.4 under Special conditions, Section III)

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

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 of supply items 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)

iv. 95% payment after deducting 5% as retention money towards performance security

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:

- 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, plant 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.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9.0 Time Extensions:

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

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

10 Time is the essence of the contract:

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

11 Liquidated Damages: (Modified as per Clause No. 5 of Special Conditions of contract, 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 behalf percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD 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 part 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.

12.0 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 $\pm 30\%$ in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

13.0 Acceptance:

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

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

14.0 Guarantee

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

15 Taxes:

GST Clause:

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

Deduction of Income Tax and GST:

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

Tax:

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

16.0 Deduction:

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

16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Trust 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.

17.0 Subcontracts:

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

18.0 Idle Charges:

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

19.0 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.

20.0 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.

21.0 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.

22.0 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.

23.0 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:

- (i) The contractor stops work for 28 days and the stoppage has not been authorized by the

Engineer-in- Charge or his nominee.

- (ii) The contractor becomes bankrupt.
- (iii) 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
- (iv) 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.
- (v) 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”.
- (vi) 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.
- (vii) Any material lying at site will not be removed without the prior written permission of Engineer In- Charge.

24. Arbitration Clause:

24.1 Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

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

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

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

24.4 It is a term of this contract that only such questions and disputes as were raised during the

progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

- 24.5** It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- 24.6** It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- 24.7** It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- 24.8** The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- 24.9** The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 24.10** Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 24.11** It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- 24.12** It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- 24.13** Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25 Indemnification:

- a)** The Contractor shall indemnify, protect and defend at its own cost, Deendayal Port Authority its agents & employees from & against any/all actions, claims, losses or damages arising out of Any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;
- b)** Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

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

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

matters between the employer and the Contractor in the role representing the employer.

27 Delegation

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

28 Communications

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

29 Personnel:

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

29.2 If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

30 Employer's Obligation

(i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water, the same will be arranged by the contractor at his own cost.

(ii) Two quarter will be allotted, if required, by contractor if available at DPA Kandla Colony on chargeable bases as per prevailing rate & rent as per DPA Norms during the tenure of contract and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated. Final payment towards AMC charges will released after deduction of all kind of dues arise out of anything and subject to handing over the Quarter/Quarters allotted to the contractor.

(iii) The employer will not provide Port Trust Quarters, during the tenure of contract.

(iv) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.

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

31 Queries about the Technical Data

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

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

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

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

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

33 Discoveries

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

34 Access to the site

The contractor shall allow the Engineer in charge or his nominee and any person authorised 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 off such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

42 Use of Contract Document:

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

43 Memorandum of Settlement:

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

44 Deviations:

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

45 Approvals:

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

46 Third Party Inspection: (Modified as per Clause no 6 of special condition of contract, 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 material as 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 (Modified as per Clause no 7 of special condition of contract, Section- III)

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

48 Engagement of Labour:

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

49 Police verification of contract labour

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

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

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

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

a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th 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 and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

b) No Labour Below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.**50 Registers to be maintained at site****i. 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.

ii. Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The

contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

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

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

52 Tools & Tackles:

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

53 Hot work: (Modified as per Clause no 7 of special condition of contract, Section- III)

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

54 Indian Dock Safety Regulations: (Modified as per Clause no 8 of special condition of contract, Section- III)

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

55 Valid Electrical Contractor License and Electrical Supervisor Certificate: (Modified as per Clause no 9 of special condition of contract, Section- III)

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

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

56 Action where no Specifications are specified:

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

57 Undertaking by the Contractor:

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

58 Labour License.

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

59 Fraudulent documentation by bidders:

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

**Signature & Seal
of Contractor**

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

SECTION –III

SPECIAL CONDITIONS

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

1.0 Clause No. 13 of Instructions to Bidders (ITB), Section –I is modified and shall be replaced as under

- The rates and prices quoted by the bidder shall be fixed for the entire duration of the contract including extension period if any and shall not be subject to adjustment / change on any account.
- 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 the work. All other duties, taxes, cesses applicable if any, shall be borne by the contractor
- The contractor shall have to provide all materials, labour, plant and other things, necessary in connection with the contract, although everything may not be fully specified, and although there may be errors & omissions in the specifications. Storage, transport, handling, use, distribution & maintenance of all the materials, equipment, machinery and tools, including all costs, charges, dues, demurrage or other outlays involved in the transportation, shall be in the scope of contractor.

Tools & Tackles, lifting machineries, scaffolding, temporary lighting, different vehicular transport etc. required for the execution of the work till completion shall have to be arranged by the Contractor, at their own risk & cost.

2.0 **Performance Security (The clause No. 33 of Section-II is modified and replaced as under.)**

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 of the Part A & Part B of the schedule B of the tender will be accepted separately.

Out of the total of 10% of contract value of the Part – **A & B** of Schedule - B, 5% shall be submitted as Performance Guarantee in the form of BG/FDR/Digital Transfer or Insurance Surety Bond (Form 8 A) or in the form of Bank Guarantee, issued from a Nationalized/Scheduled Bank (except Co-operative Banks), having its Branch at Gandhidham, within 21 days, on receipt of Letter of Intent and the balance 5% will be recovered as Retention Money from the Running Bills till final Bill. 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 for the Part - A of the Schedule – B (except 5% cost of LED street light & flood light fixtures, having 5 years warranty period).

The Performance Guarantee 5% of Contract value of Part A & B will be released only after obtaining 5% Performance Guarantee of contract value of part B of Schedule B in the form of BG/FDR/Digital Transfer or Insurance Surety Bond (Form 8 A) or in the form of Bank Guarantee, issued from a

Nationalized/Scheduled Bank (except Co-operative Banks), having its branch at Gandhidham, after completion of the Part - A of Schedule - B of the tender document and balance 5% will be recovered as Retention Money from Running Bills of CAMC (Part - B of schedule B). 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 for the Part B

However, the 5% amount for LED street light & flood light fixture will be released after 5 years from the date of completion of the work of Part A of Schedule B.

- 2) Successful Bidder has to submit the Performance security @ 5% amount of Part- A of Schedule B within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) The Deendayal Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The bank guarantee towards performance guarantee cum security deposit will be accepted from any nationalized bank/scheduled bank (Except co- operative bank) having its branch at Gandhidham.
- 4.1) It is to insure that the BG should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligation of the concerned contractor, including defect liability period.
- 5) The Deendayal Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) Separate performance Guarantee shall be submitted after completion of Guarantee period two years for the balance period of Contract.
- 8) 10% Performance Guarantee cum Security Deposit will be deducted from final bill from the amount quoted towards supply of Street light & Flood light fittings. (Items covers under 5 years warranty period) The Performance Guarantee cum Security Deposit will be released after successfully completion of 5 years Warranty period.

3.0 Issue of work order (The clause No. 34 of Section-I is modified and shall be replaced as under)

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

Sr. No.	Description	Time period for submission
1	Duly signed agreement along with the required documents.	14 days from the date of receipt of LOA

2	Performance guarantee of appropriate value and in format, prescribed.	21 days from the date of receipt of LOA
---	-----------------------------------------------------------------------	-----------------------------------------

4.0 Payment Terms: (The clause No. 7 of Section-II is modified and shall be replaced as under)

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

A. (Part A) Against Supply, Laying, Erection, Installation, testing and Commissioning:

- 1) 60% 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).
- 2) 40% of item rate after completion of erection, installation, testing and commissioning of supplied items and 100% of item rate for item covers only laying/fixing. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency)

B (Part B) Comprehensive Annual Maintenance Contract Monthly running bill account payment.

Monthly payment will be released on the submission of bill in the prescribed format along with invoice in triplicate and spiral binding of following documents.

Documents to be submitted	
1	Duly filled applicable maintenance schedule filled up and complete in all respect with a specific certificate from concerned EIC that the maintenance work has been carried out by the contractor is satisfactorily.
2	Shift wise Duty roaster certificate from concerned EIC
3	Copy of Labour Licensee issued by ALC (if applicable and to be given only once except in case extension or issue of new labour license after it's validity period)
4	Duly filled in labour report for the billing period
5	Statement showing the name employees engaged during the billing period, designation, minimum monthly pay (basic pay + DA) as declared by the central government for area C from time to time and actual monthly pay paid.
6	A copy of the bank statement or pass books showing the corresponding amount of payment credited during the billing period. The salary is mandatory to be credited in the bank account of the staff engaged by the contractor.
7	TPIA certification of billing period.
8	Compliance of the observations, if any, raised by TPIA during previous bill.
9	A certificate that PPE kit has been provided to the staff engaged by the contractor.
10	Copy of insurance policy (To be given only once except in case of extension or renewed insurance policy)

11	A certificate duly signed by EIC that the register required as per clause no. 31 of Section VI has been prepared and updated by the contractor in all respect during the billing prepared.
12	A statement showing the status of the all activities for which penalties is to be levied. In case of not imposition of penalty, a “nil statement is required to be submitted.
13	A copy of combined challan generated from website of Employees’ Provident Fund Organization and a challan statement prepared by the contractor showing the details of deduction of subscription at the applicable rates (present rate is 12%) done by the contractor from the salary of the staff engaged by the contractor for the work should be submitted. In the challan statement the PF No. _____And UAN No.- _____Of each staff engaged by the contractor should invariably mentioned. No postponement of the provident fund deduction will be allowed.

5.0 Liquidated Damages/Penalties: (The clause No. 11 of Section-II is modified and shall be replaced as under)

- 5.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the **contract value (the total amount of PART A only)** per week of delay or part thereof subject to a maximum of 10% of the contract price (total amount of PartA).
- 5.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time afterthe specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value(total amount of Part-A).
- 5.3 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.
- 5.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract torecoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 5.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employershall 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.
- 5.6 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(total amount of PartA).

L.D clause during the CAMC period.

- 5.7 **Penalty for Lighting:** Contractor is required to maintain 100% lighting fixture in working

condition in both High mast tower and all the street light poles at the stretch of 13KM throughout the contract period, but if the lighting fixture fails due to any reasons and working condition of fixture in HM tower & Street light poles is reduced to 95% then no penalty for period of 1 week will not be imposed, however during that period if the non-working fixture is reduced below 95% then the penalty @ Rs 1000/- per day will be charged till one week then double the rate will be imposed after one week until contactor maintains 100% illumination in the 20mtr high mast & lighting tower.

- 5.8 Delay in the submission of document** If any delay in the submission of the documents mentioned at clause no. 1.3 of part B of Scope of work, penalty @ Rs.1000.00 per day and part thereof will be levied till completion of complete documents.
- 5.9 Non-availability / Non- working of Mobile.** The communication system (Mobile Phone) should be available 24x 7 in working condition, the contractor site-in-charge / Electrician should update the position of the Lighting of the entire 13KM stretch to the Engineer-in – charge / DPA in-charge in every shift and form a Whats App group. However, if for any reason the site office phone is out of order immediately it should be repaired or replaced by new phone at site if the phone is not available at site for more than 12hr's then penalty @ 1000/-hour will be imposed till the availability of the phone at site.
- 5.10 Poor workmanship.** If during Inspection if any work carried out is of temporary in nature and if the work done without following safety norms, then penalty of 2000/- per incident will be levied on the contractor. (work such as temporary Cable joint/ excavation not properly covered / Cleaning of vegetation around the street light pole / HM tower / Distribution panel door damage or not closed / junction box open etc all this will come under poor workmanship).
- 5.11 For Preventive maintenance:** If Preventive maintenance is not done in any month, then the penalty @ Rs 2000/- will be deducted from the monthly payment till one week then double the rate will be imposed after one week until contactor undergoes the maintenance

6.0 Third Party Inspection: (Clause No. 14 of General Condition of Contract (GCC) Section - II, is modified and shall be replaced as under)

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

7.0 Bar Chart (Clause No. 47 of General Conditions of Contract (GCC), Section – II is replaced as under)

The Contractor shall submit a bar chart only for part A of schedule "B" , 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.

- 8.0 Clause No. 53 of General Conditions of Contract (GCC), Section –II is not applicable.**
- 9.0 Clause No. 54 of General Conditions of Contract (GCC), Section –II is not applicable.**

10.0 Valid Electrical Contractor License and Electrical Supervisor Certificate: (Clause No. 55 of General Conditions of Contract(GCC), Section –II)

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender. The license should be issued by the competent authority from any State Govt. Contractor shall submit certificate and copy of the license in lieu of the same for consideration. Parties having the license applied for renewal/ awaiting renewal cannot be considered a valid license holder. The license must be valid on date of opening of tender, otherwise the bid is liable for rejection. The contractor shall also have a valid Electrical Supervisor's certificate of competency, issued from competent authority from any State Govt. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

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

12.0 Integrity Pact:

The "Procedure for signing Integrity Pact" is as follow:

The Integrity Pact duly signed by authorized person(s) with witnesses are to be submitted by the bidders along with the tender documents as per the format provided in Section IV. Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counterparty" means "Vendor / Supplier / Contractor". If a Counter party commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future. In case of violation of the Integrity Pact by Counter party after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to counter party in such cases.

**Signature & Seal
of Contractor**

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

Section IV**FORMS OF BID****PART – I****To be submitted by Bidders with their Bids**

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

PART – II**To be used by successful Bidder**

Form No.	Name of forms/format
7	Letter of Award
8	Agreement form
9	Specimen bank guarantee of Performance Guarantee/Security Deposit
10	Letter of authority from bank for all BGs
11	Format of Extensions (Part – I)
12	Format of Extension (Part-II)
13	Proforma of Power of Attorney For Lead Member of JV/Consortium
14	Proforma of Joint Venture / Consortium Agreement

Form – 1

SPECIMEN OF APPLICATION

(To be executed on bidder’s letter head)

The Executive Engineer (Electrical) Deendayal
Port Authority (Address

_____)

Pin Code: _____

Dist. Kachchh (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/2819)**
- (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)

Form – 2

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)	2021-22	
i.e. last three financial years ending 31st march of the previous year	2022-23	
	2023-24	

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

Attested Copy of Annual Turnover during Last Three Year Ending on **March 2024**

3. Similar works

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

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

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

(A) Existing commitments and on-going works.

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

(B) Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

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

Form – 3

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To. _____ (Project title)

Ref: _____

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

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

Date: _____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

Form – 4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To The
Dear Sir,

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

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

Yours faithfully, Signature: Name &
Designation:For & on behalf of:

Form – 5

EXCEPTIONS AND DEVIATIONS

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

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

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

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

Date on _____ day of _____, _____ [insert date of signing]

Form – 6

(Applicable for MSE's)

FORMAT FOR BID SECURING DECLARATION

(To be executed on bidder's Letter Head)

Bid Security Declaration Form

Tender No. EL/WK/2819

Date:___/___/2025

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 – 7

LETTER OF AWARD FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. EL/WK/2819 (Name of Work)

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

The Engineer-in-Charge for this work shall be Mr._____.
Agreed Schedule date of commencement of the work is_____and Schedule date of completion of the work is_____. Total Contract Price is ₹_____.

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

Yours Faithfully,

(Signature of the controlling Officer)

**Chief Mechanical Engineer
Deendayal Port Authority**

Form-8

SPECIMEN CONTRACT AGREEMENT

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

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

This agreement made of this _____ day of _____ Two Thousand between the Board of Deendayal Port of Authority a body corporate under Major Ports Authorities Act, 2021 have 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 @10% of the contract price amounting to Rs. _____ (Rupees _____ only) in the following manner for the due fulfilment of all the conditions of the contract.

- (1). 5 % of Rs. _____ paid in the form of Bank Guarantee OR Digital mode of payment, vide no._____, dated_____, issued by_____(to be submitted in 21 days of issue of LOI)
- (2) Balance 5 % amount of Rs._____ to be recovered from the work bills.

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

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 Executive 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/Digital Transfer/FDR for security deposit.

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

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. (Rupees_only)at the time and in the manner prescribed of the contract.

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 in the presence of:

1. _____

Secretary

2. _____

Deendayal Port Authority

Form-9**SPECIMEN****TOWARDS PERFORMANCE GUARANTEE/SECURITY DEPOSIT**

(To be executed on non-judicial Stamp Paper of appropriate value)

To,

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

1. In consideration of the Board of Deendayal Authority of incorporated by the Major Port Authorities Act, 2021 (hereinafter called —The Board|| which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of, its successors and assigns) having agreed to exempt_____ (hereinafter called the —contractor||) (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____ (Name of the Department)'s letter No. _____ Date _____

_____ made between the contractors and the Board for execution of _____ covered under Tender No. _____ dated _____ (hereinafter called —the said contract||) for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due 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 enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the _____ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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

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

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

9. Notwithstanding anything contained herein :

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

(b) This Bank Guarantee shall be valid upto _____; and
(c) We are liable to pay the guarantee amount or any part thereof under this Bank
Guarantee only and only if you serve upon us a written claim or demand on or before
_____ (date of expiry of Guarantee).||

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

Form – 10

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank’s Letter Head)

25

Date:

To,
The Board of Authority of Deendayal Port

Dear Sir,

Sub: Our Bank Guarantee No._____ dated_____ for
₹_____ favoring yourselves issued on a/c of M/s. _____ (Name
of contractor)

We confirm having issued the above mentioned guarantee
favoring your selves, issued on account of M/s. _____

_____ Validity for expiry upto
date _____ and claim expiry date up to _____ We also confirm 1)
_____ 2) _____ is/are empowered to sign such
Bank Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.

Name of signature of Bank Officer

Form – 11
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 st extension vide EE's No.	Dated	Month	Days
(b) 2 nd extension vide EE's No.	Dated	Month	Days
(c) 3 rd extension vide EE's No.	Dated	Month	Days
(d) 4 th extension vide EE's No.	Dated	Month	Days

 Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.
 Total period on account of hindrance mentioned above..... Month
 Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12 Submitted to the Sub-Divisional Officer.....

Signature of Contractor

Date:

Form-12

**DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF
TIMEPART II**

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

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

Signature of Divisional Officer Dated:

(To be filled in by the Executive Engineer)

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

Signature of Executive Engineer Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer
Date

HOD’s recommendations/approval.

Signature of Chief Mechanical Engineer

Deendayal Port Authority

Date

FORM NO. 13**PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM****((To be submitted on Non-judicial Stamp Paper of appropriate value))**

By this Power-of-Attorney executed on thisday of (month) of 2025, we, (i)

(.....

Name of legally authorized signatory of first partner to be filled in.....), (ii) (.....Name of legally

authorized signatory of second partner to be filled in hereby jointly authorize and agree the Lead Partner, M/s (..... Name of the lead partner to be filled in.....). (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid. to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of Design, Manufacturing, Supply, Installation, Erection, Testing and commissioning of 66/11 KV GIS Sub-Station and Shifting of 11 KV Power Transformer to New GIS Sub-Station at DPA.

(i) Signature Name

Designation seal & Common seal of the firm

(ii) Signature Name

Designation seal & Common seal of the firm

.....

.....

Signature, name and seal of the certifying authority/Notary Public

FORM NO. 14**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT****(To be submitted on Non-judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this day of 2025 by and between (i) M/s..... **(Name of the firm to be filled-in)** (ii)M/s.

..... **(Name of the firm to be filled-in)**

....., primarily for the work under the Deendayal Port Authority

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

1. Formation of Joint Venture/Consortium

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

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

(iii)

On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as –Employer), the Chief Engineer, DEENDAYAL Port Authority has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work **“Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 Years”**

1.2. .
(Tender No. _____)

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

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES ASFOLLOWS

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

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

- 1.6. Not with standing the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint-Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as herein after provided.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (...**Name of JV/Consortium to be filled in** ..) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:
- (i) M/s.....(**Name of the partner to be filled-in**) -
- (ii) M/s..... (**Name of the partner to be filled-in**) -
- (iii)
- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
- a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
- b) (.....**Name of Partner to be filled-in**...) shall carry out the following works.....
- c) (..... **Name of Partner to be filled-in**.) shall carry out the following works
- d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15 It is hereby agreed and undertaken that all the parties are jointly and severally liable to the -Board of Port of Deendayal for the performance of the contract.

- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.
- 1.17 The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process, and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.
- The parties hereto have mutually agreed to the terms and conditions set forth hereinabove and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the..... day of.....20...

(i) Signature Name
Designation seal & Common seal of the firm

(ii) Signature Name
Designation seal& Common seal of the firm

Witness 1

Witness 2

FORM-23A

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

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

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

KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance m Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employerthe Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

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

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

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

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

For and on behalf of the Insurance Company

in the capacity of

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

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

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

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.

Section -V

Make List for Electrical Items		
Sr.No.	Description	Recommended Makes
1	HV VCB	SIEMENS /ABB/GE
1(a)	HV Gas Insulated Breakers	SIEMENS / Schneider/GE/Hitachi
2	POWER TRANSFORMERS	VOLTAMP /SIEMENS/ABB/ Schneider/PrimeMeiden/Hitachi
	DISTRIBUTION TRANSFORMERS	VOLTAMP/ABB/Schneider/Kirloskar/Bhel/Bharat Bijlee/ Prime Meiden
4	RESIN CAST TRANSFORMERS	
	A) RESIN CAST IMPREGNATED	VOLTAMP / KIRLOSKAR/Amex Impex
	B) DRY CAST	VOLTAMP/KIRLOSKAR/Amex Impex
5	HT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/NICCO/GLOSTER/UNISTAR/ UNIVERSAL
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ NICCO / HAVELLS/ UNIVERSAL/ UNISTAR
7	LT ACB	SIEMENS/ABB/SCHNEIDER
8	PROTECTION RELAYS	SIEMENS/ABB
9	LT PANEL	CPRI APPROVED
10	CHANGE OVER SWITCH	SIEMENS/ABB/GE/SCHNIDER
11	SFU FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/ABB/ Schneider
12	SFU FOR DISTRIBUTION PANELS & FEEDER PILLERS	SIEMENS/ABB/ SCHNEIDER
13	MCCB FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/ABB/ Schneider
14	MCCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/ABB/SCHNEIDER
15	MCB/ELCB/RCCB/ RCCBO FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/ABB/ Schneider
16	MCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/ABB/ Schneider
17	MCB DISTRIBUTION BOARD	SIEMENS/ABB/ Schneider
18	MULTI-FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/ DIGITAL KWH METERS	ENERCON/SECURE/L&G

19	ANALOG VOLT/AMPARE METER FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SLECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	RR KABEL/KEI/POLYCAB/MILEX/GUJCAB/STANDARD/ FINOLEX/ ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY/PANAMA/HAVELLS
25	BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND / HAVELLS/ INDOASIAN/ SIEMENS
27	PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES	PRECISION/VULCAN/FINOLEX/ GARWARE/ RESTOPLAST/ SWASTIK/ BPI
28	GLS LAMPS & FLUORESCENT LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI/GE
29	LUMINARIES	PHILIPS/BAJAJ/WIPRO/CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
30	LED Luminaries	Philips /Bajaj/Wipro/CG/Surya/Pyrotech / Syska
31	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
31a	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
32	EXHUAST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
33	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
34	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO

SECTION – VI**SCOPE OF WORK AND TECHNICAL SPECIFICATION****1.0 Scope of work**

- 1.1 Execution of manufacturing, inspection & testing at manufacturer's works in accordance with agreed QAP, packaging, delivery to site; handling at site – unloading, storage, shifting from point of unloading to store, storage and from store to the installation site; cleaning, assembly, touch up painting; installation at site; inspection & testing and commissioning; and operation, along with Comprehensive Annual maintenance contract for specified 5 no of years for all the equipment, LED Lighting Fixture, P o l e s , Street Lighting power system with all accessories.
- 1.2 Approximate length of road considered in this project is 13km and approximate nos. of light poles and Luminaires expected is 410 no's & 820 no's respectively.
- 1.3 The street lighting system shall include minimum components but not limited to the following;
 - (a) LED Street Luminaire with accessories including Drivers.
 - (b) Octagonal Lighting pole with inbuilt Junction Box, RCC foundation, Mounting Brackets, hard wares, and other accessories
 - (c) Connecting power Cabling laid in DWC/ HDPE pipes.
 - (d) Earthing system for pole and feeder pillars with accessories and termination.
 - (e) Outdoor Feeder Pillars (OFP).
 - (f) Excavation of trench or Horizontal Drilling for laying DWC pipes connectivity from Feeder Pillar.
 - (g) All mounting and foundation supports and hardware accessories for equipment/system installations.
 - (h) All civil works associated with installations of the equipment/systems within Contractor's scope including excavation, concreting, back filling of soil for preparation of equipment foundation, laying of DWC pipes either by excavating or through HDD; embedment, chipping, punching, making holes, pipe sleeves, fire/ water proof sealing etc.
- 2.0 Carrying out detailed survey for identifying the roads; Row cross sections taking into consideration the carriage way and drains/ foot path on either side at different stretches of a particular road; List out the requirements of particular roads; prospective location for mounting the Feeder pillar and the locations for mounting the poles keeping in view of availability of supply, access and ease of maintenance; measure exact road lengths; identifying any bottlenecks/ obstacle for execution like laying of cables etc. along the entire length of the roads; calculating a detailed BOQ; preparation of detail report incorporating all the above and submission to DPA for review and approval.
- 2.1 The Battery Limit of BIDDER starts from the LT tariff meter provided by PGVCL. The Incoming

supply at 415 V as decided point by PGVCL shall be provided by PGVCL from the nearest source were Installation of 2 pole structure for erection of LT Panel which includes mounting of PCC 8mtr pole, stay set as per requirement, earthing, LT Panel on a two pole structures, Incoming cable from LT Tariff meter to Distribution Panel & outgoing cable from Distribution Panel to street light junction box and all the required civil works shall be done by the Contractor. However, the entire Liaison with PGVCL for fast disposal shall be lying with the Contractor.

- 2.2 Submission of equipment / system Calculation Sheets, D e t a i l Engineering Drawings, Data Sheets, equipment Sizing Calculations etc. for review and approval by DPA before execution/ procurement and manufacturing.
 - 2.3 Any other equipment/ m a t e r i a l which are not specifically listed in this specification but are necessary to make the system complete and functional in all respect as per requirement and statute is should be carried out without any financial implication.
 - 2.4 All SAFETY considerations in design and manufacturing for safe operation & maintenance and safe practices during installation at site shall be in the scope of the contractor. Cost towards accomplishing the same shall be included in the BID price and no extra claim shall be entertained later.
 - 2.5 Submission of all “As Built” drawings, Data sheets, Calculations etc. after execution and commissioning of the equipment and systems as specified above.
 - 2.6 Submission of relevant documents and drawings to the concerned statutory authorities/ agencies and getting clearance and approval for the supplied and installed equipment under this specification is solely the responsibility of the contractor.
 - 2.7 All Liaison activities for obtaining required mandatory approvals/ NOCs from Electrical Inspector and any other Statutory Authority as applicable for drawings & documents, initiation of works, LT Tariff meter panel Load release, charging and commissioning of equipment and system etc. are within the scope of works.
 - 2.8 Operation and maintenance of Street Lighting and Centralized Control and Monitoring System including setting up of whatsapp group ; maintaining a service team, spare parts and providing service 365 days as per the Service Level Benchmark specified. The same shall also include the following;
 - (a) Appropriate up-keeping, maintenance, and operation of all network, hardware, and software components, and ensure smooth functioning of the lighting system throughout the entire contract period.
 - (b) During t h e guarantee period, if any hardware or software needs to be replaced, the same will be replaced with same of OEM or higher configuration free of cost.
 - 2.9 The contractor should maintain the register in which the operational status of the Light Poles, No of Complaints, resolution status, Preventive maintenance status and submission of periodic report on weekly basis to DPA during Operation & Maintenance period
 - 2.10 Manning a control room 24X7, 365 days and Monitoring the entire system for all parameters through contractor and reporting the same appropriately to the concerned Authority.
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- 2.11 All Liaison activities with DPA and other Statutory Authorities for coordinating and seeking required permissions for carrying out scheduled works during O&M tenure.

TECHNICAL SPECIFICATIONS

1.0 TECHNICAL SPECIFICATIONS No 1

SUPPLY OF OCTAGONAL POLE ALONG WITH 1.5MT DOUBLE ARM

- 1.1 The Product should be designed for the specific climatic and environmental conditions of the region to ensure full durability and safety throughout its designed life.
- 1.2 All the Octagonal Poles shall be designed to withstand the maximum wind speed of 180 kmph as per IS 875. The top loading i.e. area and the weight of fixtures are to be considered to calculate maximum deflection of the pole and the same shall meet the requirement of BS EN 40-2-1&3.
- 1.3 The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding of the pole shaft. The welding of the pole shaft shall be done by Submerged Welding process.
- 1.4 All octagonal pole shafts shall be provided with the rigid flange plate MS FE410 conforming to IS 2062 of suitable thickness with provision for fixing minimum 4 foundation bolts. The base plate shall be fillet welded to the pole shaft at two locations i.e. from inside and outside. The welding shall be done as per qualified MMAW process approved by Third Party Inspection agency.
- 1.5 The materials of the pole as follows:
 - (a) Pole - Conforming to grade S355J0,
 - (b) Base Plate: - Fe 410 Conforming to IS 226/ IS 2062, b/w poles & Base plate four Nos. of shifters in each pole shall be provided.
 - (c) Foundation Bolts: - 6.8 Gr. as per IS 1367,
 - (d) Pole Sections: - The Octagonal Poles shall be in single piece with single longitudinal welding joint,
 - (e) Galvanization: - The poles shall be hot dip galvanized as per IS 2629 / IS 2633 / IS 4759 and BSEN ISO 1461 standards with average coating thickness of 65 micron. The galvanizing shall be done in single dipping. The zinc Ingot raw material shall be 99.99% pure and procured from reliable sources with Quality Test Certificates.

- 1.6 The pole manufacturing & galvanizing unit shall be ISO 9001: 2000 & ISO 14001 certified to ensure consistent quality & environmental protection.
 - 1.7 The poles shall have integrated Junction box with openable door of adequate size (Not less than 500mm length) at the elevation of 750 mm from the base plate. The door shall be hinged type with mechanical interlock, dust proof, weather proof and vandal resistance and shall ensure safety of inside connections and components. The door shall be flush with the exterior surface and shall have suitable locking arrangement. The pole shall be adequately strengthened at the location of the door to compensate for the loss in section.
 - 1.8 The door of the Junction Box shall permit clear access to the components inside viz., termination strips, connectors, MCBs, cables etc. There shall also be suitable arrangement for the purpose of earthing.
 - 1.9 Electrical connections - Four way connectors shall be provided along with Slide lock suitable for connecting 1.1 kV grade, 4 core X16 sq.mm. Al. cable. It shall also inhouse 1 no. 6 amps DP MCB, 2.5 sq.mm connectors for looping with 2.5 Sq.mm Copper wires for connecting to the luminaries through 0.6 kV grade, 3 core X 2.5 mm² PVC insulated copper conductor flexible un-armoured Cable from the terminal block to the fixture within the pole. All the cables laid through the pipe shall be without any joint.
 - 1.10 Two nos. Earth Boss shall be provided at the bottom of the pole or on base plate (diagonally opposite) suitable for connecting 25X6 mm GI/ CU earth strip or SWG wire for earthing of the poles. Similar Earth Boss suitable for connecting 4 sq. mm. copper wire shall be provided on the control plate inside the Junction Box for earthing of the electrical components.
 - 1.11 Two nos. 50 mm NB HDPE sleeves of suitable length shall be provided through the foundation up to foundation top.
 - 1.12 Earthing of each pole shall be carried out with one dedicated earth electrode. The earth electrode shall be GI pipe electrode as recommended in the latest version of IS 3043. The earth electrode shall be connected with 8 swg two GI wire to the two distinct earth boss on the pole.
 - 1.13 Aesthetic appearance - All the grooves and carvings of the pole unit shall be free from any kind of distortion for a pleasing aesthetic appearance.
 - 1.14 Top Mountings –The octagonal 10mtr pole should be supplied along with galvanized double arm bracket made from GI Pipe of at least 48 mm dia 1.5 mt long suitable for it to install over 70mm pole dia on top, as selected by the DPA for Installation of the luminaries.
 - 1.15 The Poles shall be bolted on a pre-cast foundation with a set of foundation bolts for greater rigidity.
 - 1.16 The Contractor shall carry out all the relevant tests and inspection in the presence of the DPA or Third Party Agency, as may be selected by the DPA, before the dispatch of the poles at no extra cost to the DPA.
 - 1.17 All the material/equipment/accessories shall be supplied with manufacturer's test certificates.
 - 1.18 CONTRACTOR shall submit the Proposed Product Catalogue, Detail Data sheet, spare parts list and drawing of Pole & Bracket along with the BID for each product quoted.
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HEIGHT	TOP DIA (A/F)	BOTTOM DIA	SHEET THICKNESS	BASE PLATE DIMENSIONS (LxBxT)	FOUNDATION BOLT			
					BOLT SIZE (NO. x DIA)	PITCH CIRCLEDIA (PCD)	BOLT LENGTH (MM)	PROJECTED BOLT LENGTH
(mtr)	(mm)	(mm)	(mm)	(mm)	(mm)	(mm)	(mm)	(mm)
10	70	175	4	275 x 275 x 16	4 x M24 Dia.	270	750 "J" type	125

TECHNICAL SPECIFICATIONS No 2

FOR ERECTION OF OCTAGONAL POLE

The poles shall be bolted on a precast RCC foundation with a set of four foundation bolts for greater rigidity. This includes fixing & erection of 10-meter-long with detachable type double arm Octagonal pole on foundation to be prepared by excavation of pit of 600mm (W) x 1000mm (L) x 1300mm deep after carrying out necessary excavation. At the bottom of pit 10cm of sand layer shall be provided and over that 10cm CC of 1:4:8 mix shall be provided and then foundation bolt of size 900mm long "J" type of M24mm dia shall be buried in the CC up to the length of 775 mm and 125 mm should be projected length over the foundation thereafter pit shall be filled with 1:2:4 CC mix of cement sand and 6 to 20mm graded metal course aggregate concrete. However, if contractor is pre-cast the foundation at location side. The pre-cast foundation shall be size 600mm (W) x 1000mm (L) x 1300mm deep. The termination and connection through connector and MCB of junction box shall be done through cable brass glands of suitable size including earth linking to the pole and junction box with 8 SWG GI wire with all material and labour as directed by Engineer-in-charge.

TECHNICAL SPECIFICATIONS No 3

Technical Specification for 20 Mtr High Mast Tower.

This specification covers the design, manufacture, transportation, installation, testing and commissioning of the complete Signage, using fixed type of High Mast Towers, including the Civil Foundation Works.

a. Structure

The High mast shall be of continuously tapered, polygonal cross section, 20 sided or as per proven design, presenting a pleasing appearance and shall be based on proven In-Tension design conforming to standards, to give an assured performance and reliable service. The mast height shall be 20 meters, with minimum diameters as per proven design. Minimum plate thickness of bottom section shall be 6 mm. and other sections 5 mm. The PCD of the mast flange shall be minimum 740mm. or as per proven design. The

structure shall be suitable for wind loading as per IS-875, part-3, 1987 or relevant to site condition. Essentially mast should be capable of withstanding the 3-second gust of 55 m/sec. The factor of safety for wind load shall be 1.25 and for other loads 1.15.

b. Construction

The mast shall be capable of safely withstanding the strong winds prevailing at site. The deflection at the top during heavy storm periods shall therefore be considered in the design and the mast designed in such way that the above deflection during worst periods is kept to a minimum value. The mast shall be fabricated from special steel plates, conforming to BS- EN10-025, cut & folded to form a polygonal section as stated above and shall be telescopically jointed & fillets welded. The welding shall be in accordance with BS:5135. The procedural weld geometry and the workmanship shall be exhaustively tested on the completed welds. The 20-meter size mast shall be delivered in sections and shall be jointed of the entire section. The base flange shall be provided with supplementary gussets between the bolt holes to ensure elimination of helical stress concentration. For the environmental protection of the mast, the entire fabricated mast shall be hot dip galvanized, internally & externally, having a uniform thickness of 65 microns.

c. LANTERN CARRIAGE

Fabrication

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light LED fitting. It shall be suitable for symmetric & asymmetric loading as per the requirement of Schedule-B. The Lantern Carriage shall be of special design and shall be of steel tube construction, the tubes acting as conduits for wires, with holes fully protected by grommets. The Lantern Carriage shall be so designed and fabricated to hold the required number of LED floodlight fittings and junction boxes and also to have a perfect self-balance. The 360° (Inner & Outer Page 35 of 56 Rings) Lantern Carriage shall be fabricated in two halves and joined by bolted flanges with stainless steel bolts and plastic lock type stainless steel nuts to enable easy installation or removal from the erected mast. The inner lining of the carriage shall be provided with protective PVC arrangement, so that no damage is caused to the surface of the mast during the raising and lowering operations of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication. For raise & lower, a suitable

Winch Arrangement shall be provided. The winch shall be fixed at the base of the mast and the specially designed head frame assembly shall be at the top.

d. Winch

The winch shall be of double drum type as per IS 807, suitable to lift optimum mechanical load and shall be operated manually & electrically. Permanent oil bath of SAE 90 or equivalent of proven design. The gear ratio may be according to manufacturer's standard. However, the minimum working load shall be not less than 400 Kg. The winch drums shall be grooved to ensure perfect seat for stable and tidy rope lay with no chances of rope slippage. The rope termination in the winch shall be such that distortion or twisting is eliminated and at least 5 to 6 runs of rope remains on the drum even when lantern carriage is fully lowered and rested on the rest pads. It shall be possible to remove the double drum after dismantling, through the door opening provided at the base of mast. Also, a winch gear box for simultaneous and reversible operations of the double drum winch shall be provided as part of the contract.

e. Head Frame

The head frame which is to be designed as a capping unit of the mast, shall be of welded steel construction, galvanized both internally and externally after assembly. The top pulley shall be of appropriate diameter, large enough to accommodate the stainless steel wire ropes and the multi-core electric cable. The pulley block shall be made of non-corrosive material and shall be of die casted aluminium alloy (LM-6). Self-lubricating bearings and stainless steel shaft shall be provided to facilitate smooth and maintenance free operation for a long period. The pulley assembly shall be fully protected by a canopy galvanized externally and internally. Close fittings guides and sleeves shall be provided to ensure that the ropes and cables do not dislodge from their respective positions in the grooves. The head frame shall be provided with guides and stops with PVC buffer for docking the lantern carriage.

f. Stainless Steel Wire Ropes

The suspension system shall be essentially without intermediate joint and shall consist of any non-corrosive stainless steel of AISI 316 or better grade. The stainless steel wire ropes shall be of 7/19 construction, the central core being of the same material. The overall diameter of the rope shall not be less than 6 mm. The breaking load of each rope shall not be less than 2350 Kg. individually, giving factor of safety or over 5 for system at full load, the minimum recommended value as per the TR-7 referred to in the beginning of the specification. The end construction of rope to winch drum shall be fitted with tellurite. The thimbles shall be secured on ropes by compression splices. Two continuous lengths of stainless steel wire ropes shall be used in the system and no intermediate joints are acceptable in view of the required safety. No intermediate joints, either bolted or else is provided on the wire ropes between winch and lantern carriage.

g. Cable

Trailing cable EPR Insulated and PCP sheathed 2.5 sq. mm. 5 core annealed copper cable.

h. Power Tool (Integral to System)

3 Phase, 415 V, 50 Hz, AC +/- 5% Rating of the motor shall be suitable to the design with control & torque limiting protection single speed. Also it shall be remote control operated for raising and lowering operations of the carriage. Remote also to be provide with each High Mast.

i. Lightening Finial, Earthing and Earthing Terminals

Suitable earthing terminals using 12 mm diameter galvanized bolts shall be provided at a convenient location on the base of the Mast. One earth pit pipe type as per IS 3043 shall be provided for each mast for lightening protection. One lightening finial is to be provided on top of mast.

Suitable Aviation obstruction light shall be provided as per the Law of the Land.

j. Erection, Testing & Commissioning:

Erection, testing & commissioning of High Mast towers which include complete CIVIL foundation work including filling & rolling the land/cutting of saplings. The foundation of High Mast shall be Raft Foundation. However, before making a Civil Foundation for High Mast towers, firm shall take drawing/items approval from concern Civil Department or as directed by EIC.

k. Guarding:

Supply, Installation, testing & commissioning of guarding to 20 Mtr. High Mast GI tower along with guarding civil foundation. The guarding is to be fabricated from MS angle of 75X75X6 mm. duly welded and bolted to form square guarding of 5 mtr. X 5 mtr. complete with painting with two coats of metal primer & two coats of final finish enamel paint The work includes complete labour & materials.

Technical Specification No. 4

2.0 (DATA SHEET) For supply of 150W Street light LED Luminaire & 400W Flood LED

Sr. No.	Parameters	Requirements / Value
1.	Type	150W Street light LED Luminaire & 400W Flood Light LED Luminaires complete with all accessories including driver, internal wiring with flameproof wires, etc.
2.	LED chip make	Nichia, Philip Lumiled, Osram, CREE
3.	Rated Voltage	230V
4.	Operating Voltage Range	Single phase 120-280-volt AC. But luminaires shall be tested for 100V to 300 V AC
5.	Frequency	50 Hz +/- 3%
6.	Power Factor	> 0.95
7.	LED wattage	1-3 Watt
8.	LED chip Efficacy	>135 Lm/Watt system lumen output at 25 degree C, supported by LM80 report, to be submitted.
9.	LED Drive current	>=350 mA <750 mA
10.	LED Beam Angle	Bidder to offer
11.	Colour Temperature	≥5500K.
12.	Rated Minimum LED Life(L70)	50000 Burning Hours (With only 30% Lumen Degradation or 70% Lumen maintenance)
13.	System efficacy	≥ 120 Lm/Watt
14.	Total Lumen Output	Bidder to offer
15.	Colour Rendering Index of Luminaires	>70
16.	System Power Efficiency	≥ 90%

17.	Driver Type	Constant Current based Electronic Driver
18.	Driver Efficiency	> 90%
19.	Driver Life	>20000 hrs.
20.	Maximum temperature rise for Driver	<30 Deg C at 45 Deg C ambient
21.	Operating Temperature Range	-20 Deg C to + 50 Deg C
22.	Luminaries body temperature after 12 hours of continuous operation	\leq 30 Deg C from ambient
23.	Junction temperature	< 85 Deg C - self certified by Manufacturer
24.	Heat Sink Temperature	\leq 15 C from ambient
25.	Solder point temperature	< 70 Deg C
26.	Operating Humidity	10% to 95% RH
27.	Control Gear	Prewired with low smoke halogen free, fire retardant e beam cable up to terminal block. Fuse protection shall be provided inside.
28.	Operating Hours	Dusk to Dawn (max 12 Hrs.)
29.	Total Harmonics Distortion (THD)	<10%
30.	Construction	High power SMD and LED must be mounted on Copper MCPCB for high thermal conductivity and fastest heat transfer from the LED junction
31.	IP Protection	IP66 or more; no water stagnation anywhere
32.	Luminary Housing	Pressure Die Cast Aluminum (grade 5000 or similar) housing with corrosion resistant polyester powder coating & safety as per IEC 60598 / IS 10322 Mounting bracket with aiming & locking facilities. Large surface area with fins to dissipate the heat to ambient air

33.	Heat Sink	Well-designed thermal management system with defined heat sink - Aluminium extrusion
34.	Clip / Fasteners	Corrosion free/ Stainless steel.
35.	Wire	The connecting wires used inside the luminaries, shall be Low Smoke Halogen Free, fire retardant e- beam cable and fuse protection shall be provided in input side.
36.	Materials	Halogen free and fire retardant confirming to UL94.
37.	Optics	Secondary lens array should be provided for optimized roadway photometric distribution. Lens material should be optical high grade PMMA with more than 90% light transmittance
38.	IK protection for Optic Cover	>IK07
39.	Photometric measurements	LM-79/IS16105.
40.	Minimum Surge Protection	>10 kV
41	Warranty / Guarantee	5 Years
42.	Protection Required in Driver Module	
a.	Short Circuit	Yes; Constant current limit mode.
b.	Open Circuit	Yes
c.	Over Voltage	Yes; Auto Isolation
d.	Over Temperature	Yes; Auto Shut Off.
e.	Under Voltage	Yes;
f.	String Open Protection	Yes;

Technical Specification No. 5

- a) This includes fixing & commissioning of supplied 150W LED Street Light Luminary. The supplied fitting shall be fixed on 1.5 mtr double arm GI pipe bracket or nipple on the Octagonal Pole. This includes Electrical connections - Four way connectors shall be provided along with Slide lock suitable for connecting 1.1 kV grade, 4 core X16 sq mm Al cable. It shall also inhouse 1 no. 6-10 amps DP MCB, 2.5 sq mm connectors for looping with 2.5 Sq mm Copper wires for connecting to the luminaries through 0.6 kV grade, 3 core X 2.5 mm² PVC insulated copper conductor flexible un-armoured Cable from the terminal block to the fixture within the pole. All the cables laid through the pipe shall be without any joint. This also includes necessary wiring, connections & necessary earth linking connections with all material, labour, tools & tackles as directed by Engineer-In-charge.
- b) This includes fixing & commissioning of supplied 400W LED Flood light luminary Installation: This includes Installation of LED fittings on Lantern ring, with 3 core X 2.5 mm² PVC insulated copper conductor flexible un-armoured Cable complete wiring connection from JB to individual LED's fittings on towers, complete with man, material, Tools & tackles, connection etc.

Technical Specification No. 6

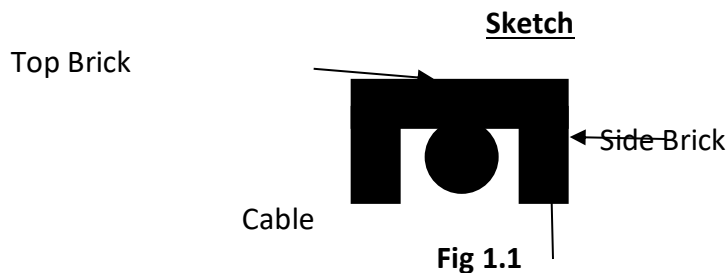
- (a) This includes supply at site 1.1 KV grade, 4 Core, 16 Sq. mm Aluminum conductor, XLPE insulated armored cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall produce the routine test certificate during supply of cable at site. The rate shall inclusive of all taxes, duties, packing, forwarding, insurance, transportation and unloading at site of work etc.
- (b) This includes supply at site 1.1 KV grade, 4 Core, 50 Sq. mm Aluminum conductor, XLPE insulated armored cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall produce the routine test certificate during supply of cable at site. The rate shall inclusive of all taxes, duties, packing, forwarding, insurance, transportation and unloading at site of work etc.
- (c) This includes supply at site 1.1 KV grade, 4 Core, 70 Sq. mm Aluminum conductor, XLPE insulated armored cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall produce the routine test certificate during supply of cable at site. The rate shall inclusive of all taxes, duties, packing, forwarding, insurance, transportation and unloading at site of work etc.
- (d) This includes supply at site 1.1 KV grade, 4 Core, 120 Sq. mm Aluminum conductor, XLPE insulated armored cable confirming to IS: 7098 (Part-I) 1985 with up to date amendments and of approved make with ISI mark. The cable shall have marking/embossing at the interval of every meter showing its progressive length. The contractor shall produce the routine test certificate during supply of cable at site. The rate shall inclusive of all taxes, duties, packing, forwarding, insurance, transportation and unloading at site of work etc.

Technical Specification No. 7

This includes laying & end termination of 1.1 KV XLPE armoured L.T cable in proposed hard & soft Soil /Laying on half round "6" RCC pipe / Laying through horizontal boring / laying through double walled corrugated HDPE pipe of suitable size

Method of Laying.

- a) This includes laying of single length cable of size up to 4 core, 120 Sq.mm LT armoured aluminum Conductor XLPE Cable of 1.1KV Grade through excavation in soft/hard soil. The trench to be excavated 300mm wide, 600mm deep. The bed of 50mm of river sand shall be provided in the bottom of the excavated trench. The cable shall be laid over the bed of river sand. The cable shall be protected as per Sketch shown below by providing and laying bricks both the sides lengthwise parallel to the cable & the gaps shall be filled with river sand. The cable shall be covered by keeping two bricks over the side bricks shown in the sketch. The filling of the trench shall be done with the excavated stuff & should be watered and rammed properly to its original position. The excess excavated stuff shall be disposed off from the Site of work and spreaded in low laying area as directed. Contractor has to places cable route marker at and interval of 20-meter length the route marker shall be of heavy duty HDPE plate width red radium colour. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.



- b) The item includes laying of single length cable of size 4 core x 50 Sq.mm & 4 core x 70Sq.mm LT armoured aluminum Conductor XLPE Cable of 1.1KV Grade both in the ½ round RCC hume Pipe 6" I/D the half round pipe should be laid on the coarse sand. The cable shall be laid on the existing half round pipe as shown in the drawing after laying of cable the pipe should be filled with fine sand and covered with half round pipe.. At every approximately 15mtr length of there should be inspection chamber provided. The item includes required material and labour as directed by Engineer in charge.

Tentative Diagram of laying of 1.1KV XLPE cable through Half Round pipe

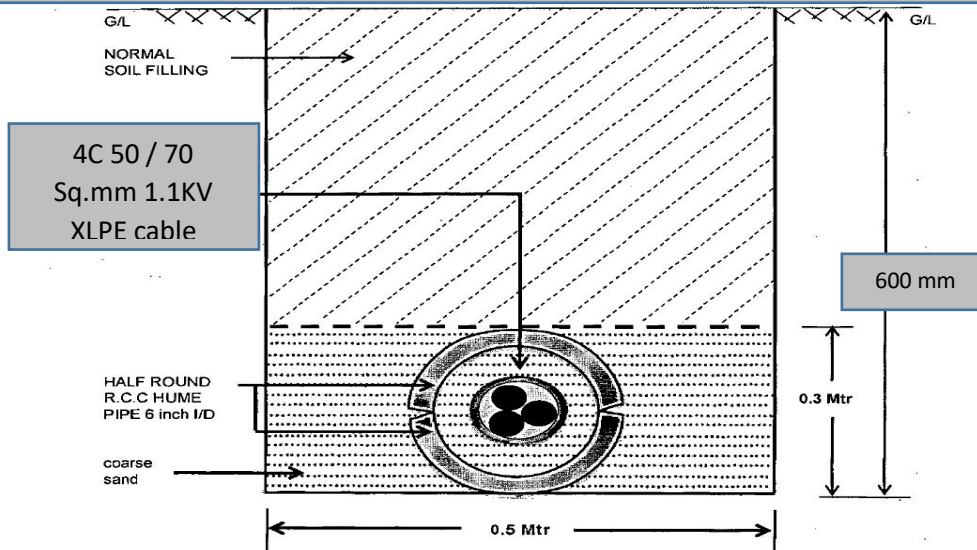


Fig 1.2

- c) This includes laying of single length cable of size up to 4 core, 120 Sq. mm LT armoured aluminum Conductor XLPE Cable of 1.1KV. The contractor has to arrange horizontal boring machine and should bore minimum 2 meter below ground level this also, include insertion of HDPE Pipe of size 63 mm or more, pipe thickness 6.6 mm wall having coupler arrangement at one side or flexible pipe of same dia, 400-meter length may be used for above work. The work is to be executed at various locations and will be of different length After completion of boring and cable insertion, contractor has to place cable route marker at an interval of 20-meter length the route marker shall be of heavy duty HDPE plate width red radium colour. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.
- d) This includes laying/ Fixing of single length cable of size 4 core, 16 to 35 Sq. mm LT armoured aluminum Conductor XLPE Cable of 1.1KV Grade through existing octagonal pole by inserting flexible pipe of hard PVC of size 50 mm two length from ground level to junction box fixing with heavy duty cable tie. This also includes necessary cable termination at the Street Light Pole with required material as directed by Engineer in charge.

Technical Specification No. 8

This includes design, supply at site, installation, testing and commissioning of Outdoor mounted type Feeder pillar panel double shutter, handle with locking arrangement, dust, damp and vermin proof. The feeder pillar shall be fabricated from 3mm thick M. S sheet outer frame using suitable size of M.S angle and M.S Flat for the frame structure the inner sheet and the door should be made from 1.8 mm thick M.S sheet. The feeder pillar shall be powdered coated using simens grade paint.

The feeder pillar shall be specious for easy maintenance and shall be specious to be provided with all the material mentioned below.

- | | |
|------------------------------------------------------------------------------------------|-------|
| 1. 200 / 250Amps, 415 V 50 Hz Volt ICTPN Switch. | 1No. |
| 2. 100 / 125A, 415 volt ICTPN Switch. For outgoing cable | 4No. |
| 3. 20A, 10KA 2 Pole MCB for panel power supply | 1No. |
| 4. Indicating lamp Red, yellow & blue 230/240v AC, with in built resistance | 1No. |
| 5. Surface mounted light sensor timer Switch | 1 No. |
| 6. 3 phase 4 pole heavy duty Contractor suitable for 150A (Load Current) | 1No. |
| 7. Analog Time Switch | 1 No. |
| 8. Multifunction Meter | 1 No |
| 9. Suitable size of Aluminium bus bar for Phase & Neutral, PVC sleeved with colour code. | |
- Danger Board, tie belt etc.

All these components shall be mounted in the feeder pillar by means of suitable cadmium passivated hardware. The feeder pillar shall be complete in all respects with cable glands, lugs for incoming and outgoing cables including interconnection with PVC insulated cable single core, standard copper conductor of 650/1100V grade.

The feeder pillar shall be erected on DP structure at suitable height by using proper M.S channel frame of Proper size. The M.S channel frame shall be fitted with proper GI bolt & nut on the so that it shall withstand the load of the panel properly.

The feeder pillar shall be tested as per IS. The feeder pillar shall be provided with 2 Nos. SS terminals for earthing. The Panel shall be manufactured from type test holder having type test certificate of feeder panel of similar or above ratings. The above panel drawing should have to be approved by inspection agencies / Engineer-in-charge before placing the order showing the position of the components as mentioned in Sr no 1to 9. This includes all labour and material as directed by Engineer-in-charge.

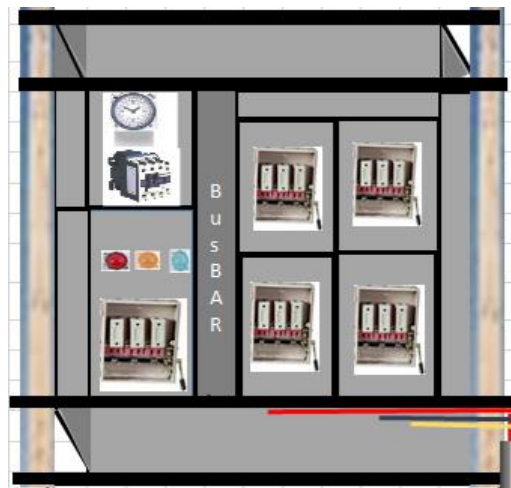


FIG 1.3

Technical Specification No. 9

The item includes Supply and fixing Double Pole Structure without 11kv A.B.Switch & DO Fuse on 8 metre RCC/PCC pole. The DP structure should be erected near the PGVCL tapping point from where the LT cable from the meter box will be directly terminated on the M.S Distribution board incomer & outgoing cable should be laid from the Distribution board through timer circuit to the lighting pole. The Distribution panel is to be fitted at least 3 mt from the ground level on proper size and length of M. S Channel /Angle on top & bottom also the earthing should be provided to the Distribution panel, however location may get changed as per site situation.

SR	PARTICULARS	UNIT	QTY
1	PSC pole 8 mtr (working load 200Kg) as per Annexure 1	NO.	2.00
2	M.S. Angle Top FEBRI.65x65x6mm - 3000mm	No	2.00
3	M.S. Angle Bottom FEBRI.65x65x6mm - 3000mm	No	4.00
4	M.S. Angle Fabri. 65x65x6mm - 3000mm for cross bracing	No	4.00
5	(a) Ancher rod - 1 No.	NO.	4.00
6	(b) Turn buckle - 1 No.	NO.	4.00
7	(c) Eye Bolt - 1No.(16mmX590 mm Round Bar).	NO.	4.00
8	(d) Stay wire- 7/12	KG	13.60
9	(e) LT Guy Insulator - 1 No.	NO.	4.00
10	(f) Guy Clamp - 1 Set.	SET	4.00
11	(a) GI Wire No. 8 From Pole Top to Earthing Coil	KG	2.72
12	(b) Rigid PVC Pipe -20mm dia (1.5 Mtr) - 1No	NO.	2.00
13	(c) Earthing Bolt	NO	2.00
14	(d) Earthing Coil (GI Wire No 8)	NO	2.00
15	(e) Alu. Binding wire	KG	0.50
16	(f) Barbed wire as per requirement		

The Contractor has to supply and to install the same at the site as directed by Engineer in charge which also include cement concreting of ratio (1:2:4) by proper excavation and insertion of Pole complete with labour and material and same should be in proper alignment. Thereafter, two coat of metal primer and three coat of silver paint is to be applied on its ancillary items, barbered wire should be wound on the pole from ground level to 2.5 to 3 metre height similarly danger plate and associated items required to complete the work will

be in scope of contractor. The work is to be carried out as per Indian Electricity Rules and as per norms of PGVCL. However, fabricated M.S fencing duly painted shall be provided around such switches.

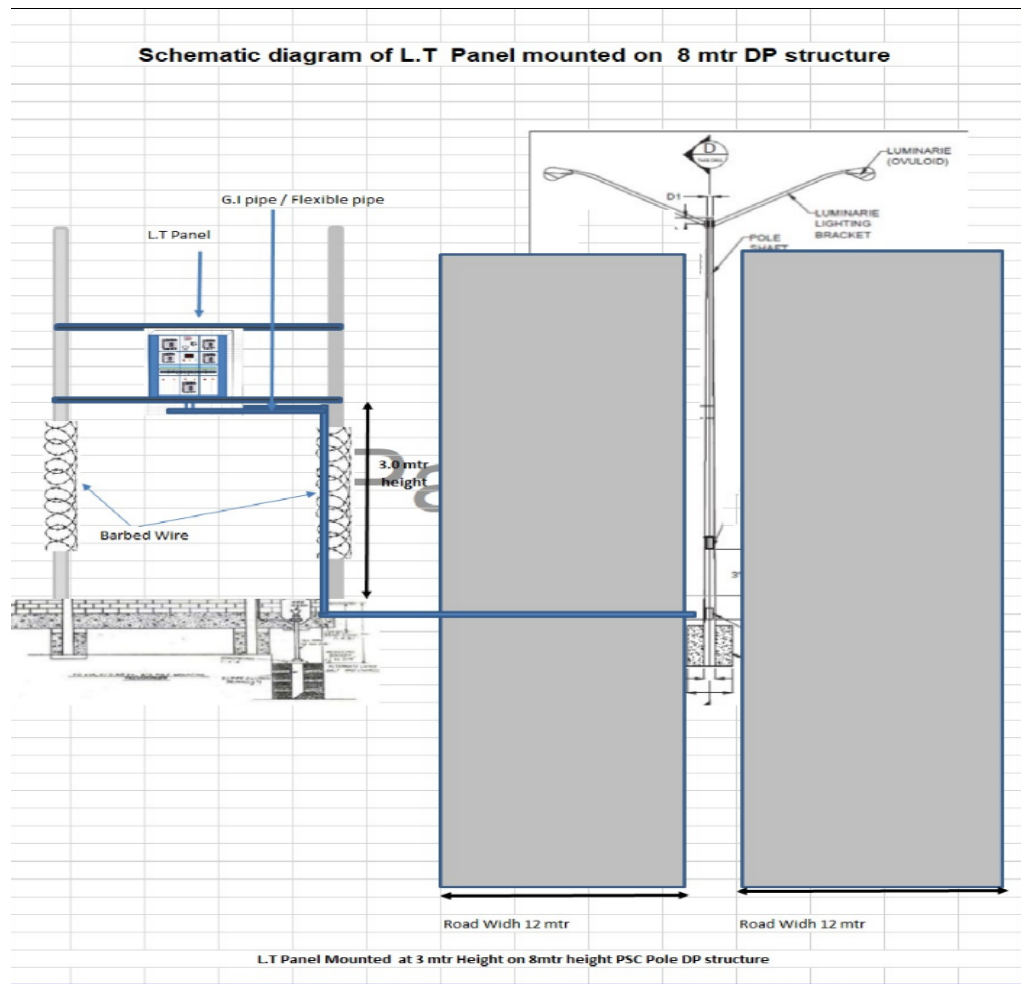


Fig 1.4

Technical Specification No. 10

This includes preparation of Pole earthing with GI earth pipe 40mm internal dia, 3 mm pipe thickness (No minus tolerance allowed) and 1.5-meter-long of standard quality class – B. The pipe should be provided with 10mm holes in diagonally opposite directions throughout the length of the pipe at 150mm intervals centre to centre. The connection between the earthing stud inside pole and the earthing Pipe shall be done with two runs of 8 SWG GI wire with necessary clamps and nut bolts. The work includes all labour and material as directed by Engineer-in-charge.

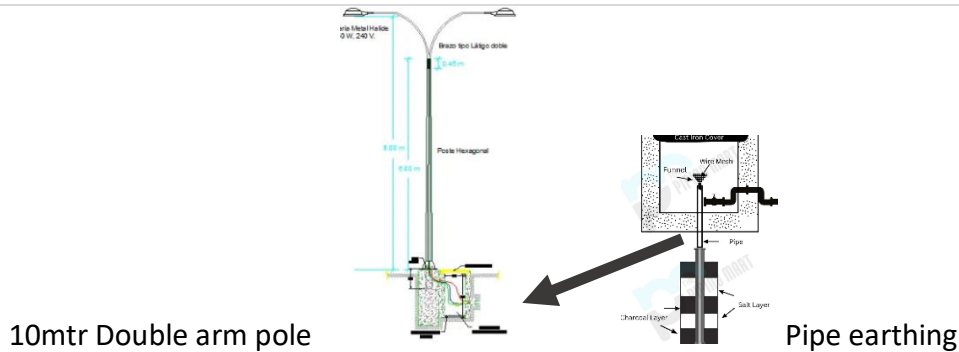


Fig 1.5

Technical Specification No. 11

This includes preparation of earth station with G.I. Earth plate 600mm x 600mm x 10mm thickness and shall be buried in such a way that its top edge is at a depth of not less than 1.5 Meter from the surface of ground. It shall have a G.I pipe (Class-B) for watering of size 20mm dia. buried vertically and adjacent to plate electrode and other end shall be provided with funnel. The two runs of G.I. flat of size 50mm x 6mm thick shall be clamped near funnel and to be taken from main earth plate. The value of earth pit shall be less than 5Ω .

A cement concrete (ratio 1:4:8) chamber of at least 30 cm x 30 cm shall be provided just below the surface of ground over the funnel for watering and having RCC/CI cover of suitable size as directed. The pit shall be filled with alternative layer of 15cm each of charcoal and salt. This also includes removal of extra-excavated earth from the site.

Two runs of G.I. flat strip of size 25mm x 3mm thick shall be connected from earth pit to Street Light Feeder Pillar as directed by Engineer-in-charge. This work includes all labour and material. The work shall be carried out to entire satisfaction of Engineer-in-charge.

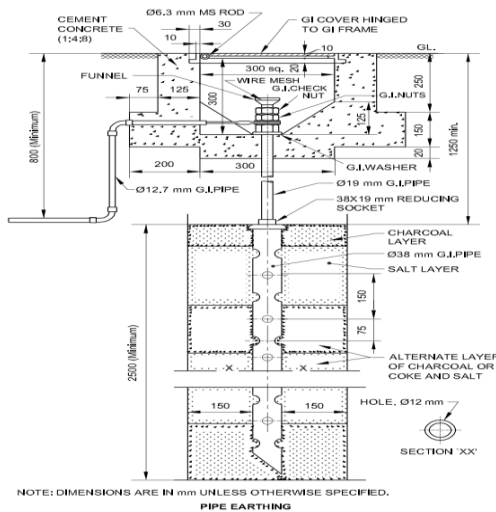


Fig 1.6

Technical Specification No. 12

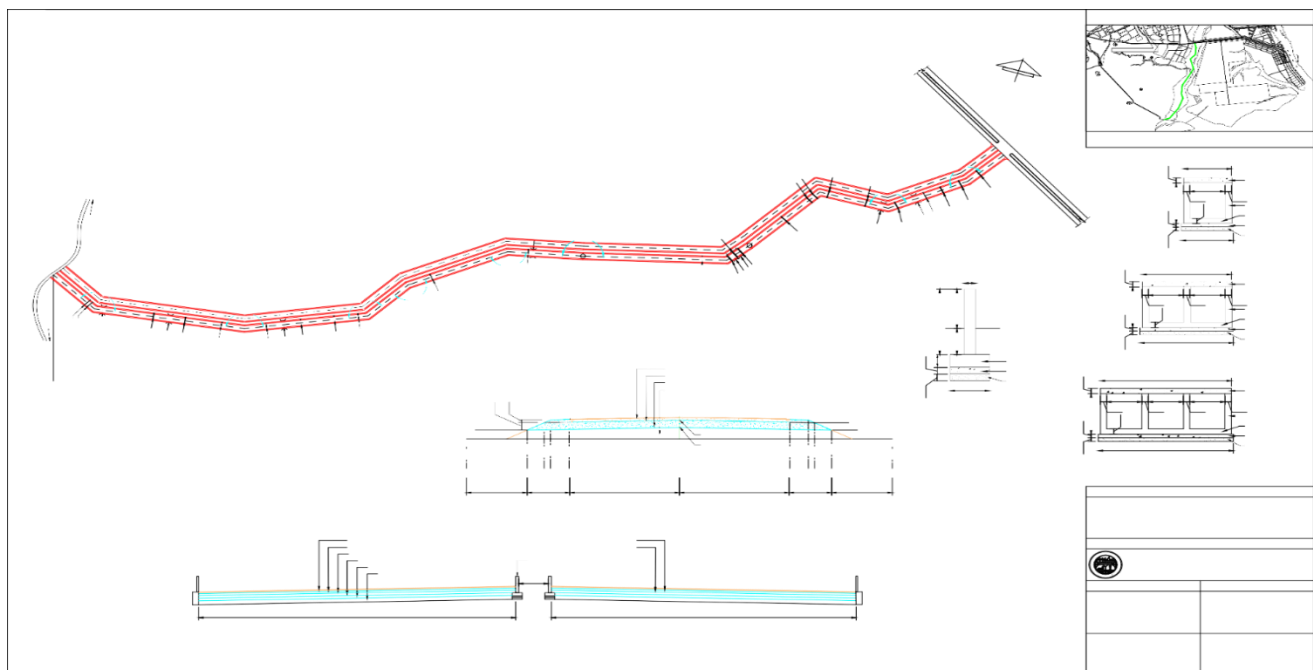
The contractor has to arrange reclamation materials as per govt norms, such as coarse graded material spreading and compating with hand roller. Material shall be of grade one size 75mm to 0.075 mm having CBR value 30, for low laying area to maintain proper leveling before laying of cable/ fixing of pole. The work is to be executed at various locations and will be of different area. Thereafter cable insertion, cable laying will be done, contractor has to places cable route marker at and interval of 20-meter length the route marker shall be of heavy duty HDPE plate width red radium colour. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.

Technical Specification No. 13

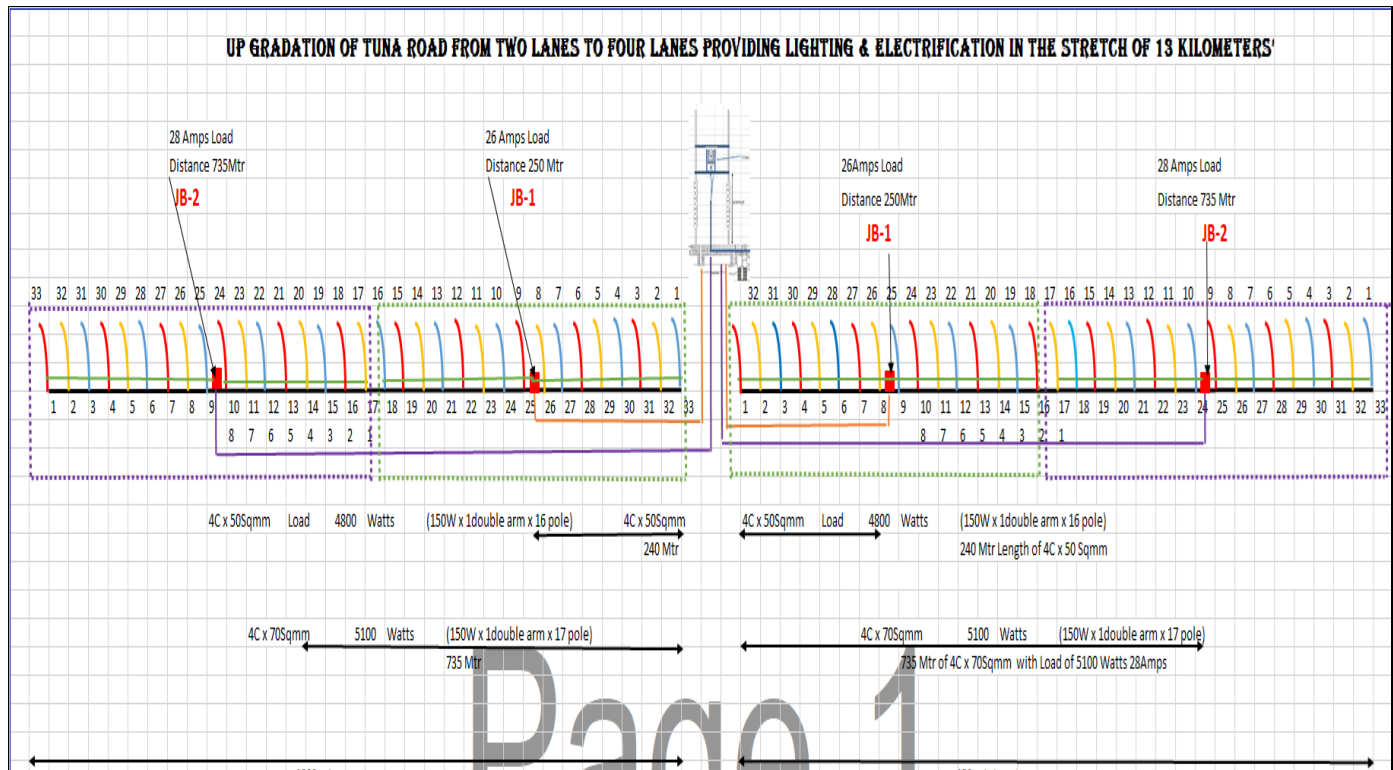
The contractor has to execute liaison work with PGVCL for allotment of 3 phase CT operating meter or direct type as the case may be at nearby location where the power is available of PGVCL and for ease of connection. The required document will be handed over to contractor from DPA However, required fees for 07 Number Electrical Connections of approx, 50KW each is to be arranged by the contractor Hence, contractor is directed to evaluate the same, this includes all the required materials such as electrical meters MCB, ELCB, Cable, Earthing, Meter DB & its Installation Earthing etc.

Initial registration fee will be borne by the contractor, However, the remaining charges, whatever will be paid by DPA to PGVCL for 10 Nos. of New LT 3- Phase Connections. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.

DRAWING of 13KM stretch of TUNA ROAD



Tentative Drawing of the Street light pole distribution



Name of Work: Comprehensive Annual Maintenance Contract for Street lighting & Electrification of 4 lane road for a Stretch of 13 Km from National High way 8A to Tuna (DP World) for a period of 5 (five)years.

Scope of Work for Comprehensive Annual Maintenance Contract

The scope of work will cover 05 (five) years comprehensive annual maintenance services from the date of completion of the project which includes the defect liability period for the supplied and installed Street lighting poles, lighting fixtures & its connected accessories along with 20 Mtr HM pole & its lighting accessories, L.T Distribution panel & power supply etc at Tuna road.

The contract shall be comprehensive in nature wherein preventive as well as breakdown maintenance of entire street lighting system and its accessories along with power supply at different location in the 13 KM stretch from national highway 8-A to DP World (TUNA) is to be attended by the contractor including the arrangement of spares, tools, consumables, technical expertise and manpower. The replaced consumables, tools, items will be contractor's property. The respective firm shall submit the maintenance schedule as per the OEM recommendations to the DPA Engineer-in- Charge for approval and all maintenance activity shall be carried out as per the schedule approved by DPA.

1.0 Maintenance Support Services (MSS):

The services provided by the contractor during AMC period will comprise but not limited to the following:

- Preventive Maintenance: Preventive maintenance would be carried on quarterly basis as per the checklist.
- Breakdown Maintenance: Breakdown maintenance is to be carried out as and when required
- Coordinate with OEM's for support in case of breakdown, or any other issue in any particular equipment to manage spares for smooth functioning of the entire system.
- Repair /replacement of poles, lighting fixture, assemblies, sub-assemblies,spares, up gradation of system if any etc. to make the system operational.

- 1.0.1 Maintenance shall cover both preventive and breakdown maintenance of the entire lighting system as per the "Schedule B". The service through the AMC envisages diagnosis of problem & rectification of fault including repair/replacement of faulty /subsystems/circuits/ accessories etc. Further suggestions regarding the cause of problem and measures, if any for avoiding such problems in future shall also be indicated.
- 1.0.2 The comprehensive maintenance and servicing of the street lighting system & its connected accessories shall be carried out by the contractor during normal working hours. Breakdown Services should be provided within the stipulated period even at any time to avoid inconvenience.
- 1.0.3 Once the fault is reported, the contractor shall rectify the fault / malfunctioning within the stipulated time (mentioned under breakdown maintenance) and make the system fully operational.
- 1.0.4 After repair/maintenance of the lighting system & its accessories, the maintenance engineer of the contractor shall submit the detail report on the repair carried out on the lighting system. The engineer shall give details of the parts repaired /replaced along analysis for making the history sheets of faults /

problems of the lighting system. DPA would also like the reasons of failure and suggestions to avoid such problems in future. Engineer should maintain the history book from day one after completion of project & handing over the entire system to DPA.

- 1.0.5 Contractor has to maintain spares at site. However, during repair if it is found that any part of the equipment required to be taken out of DPA premises, the same shall be taken out with the permission of station in charge at the risk and cost of the contractor including packing, insurance and transportation etc.
- 1.0.6 The comprehensive AMC work is to be carried out on 24 x 7 basis with both adequate skilled & semi-skilled manpower as per the site requirement, manpower deputed by the contractor for carrying out the maintenance / repair job as part of the contract shall be skilled electricians having trade in ITI electrician with 5 yrs. Experience in electrical field & helpers should have qualification of at least SSC pass having Knowledge of electrical maintenance work and trained in maintenance of Street lighting poles & lighting fixtures and its connected accessories along with 20 Mtr HM pole & its lighting accessories along with connected power supply.
- 1.0.7 The contractor at site office should maintain the profile of the staff, while appointing the manpower the contractor should obtain Police verification certificate from the local Police station, while submitting the Bio-data the contractor should issue appointment letter along with attested certificate & Qualification along with copy of addhar card. Also, along with this Complain register, Attendance register, Site order Book, Requisition Book, Job Card and other statutory register as ALC guide line is to be maintained and submitted for time to time verification from Engineer-in-charge.
- 1.0.8 The Maintenance staff should have cordially good relation with PGVCL personal & should be in touch with them by sharing the mobile no for early restoration of power supply during the time of power failure. If any fault occurs at PGVCL end same should be conveyed immediately to the concerned PGVCL division from the registered mobile.

1.1 Preventive maintenance

During the Preventive maintenance, the contractor's maintenance engineer should visit the area at least once in every month to take up the preventive maintenance of all equipment's covered in the contract such as testing and checking the various functions/performance of the equipment and reconfiguration if required to ensure optimum performance of the system, cleaning of cabinets, cables, connectors etc,. During the visit, he will co-ordinate with the maintenance in charge DPA and discuss in details operational problem and advise accordingly. Detailed report for the checking/testing carried out and witnessed by the DPA representative during each preventive maintenance visit, should be submitted to DPA Site-Engineer.

1.2 Breakdown maintenance

During any breakdown in any lighting system, the contractor shall attend unlimited emergency breakdown calls. There shall be no restriction on number of breakdown maintenance per month/year. It is the responsibility of the contractor to maintain the availability of lighting system to near 100% except for the PGVCL power supply problem

Contractor's maintenance engineer is required to respond and report to DPA designated Engineer-in-charge within 2 hours from the time of fault reported. The allowable resolution time will be 06 hrs. from the time of fault reported including Saturdays, Sundays and closed holidays.

The defective components, accessories etc. The transportation of man and materials to the site shall be in the scope of contractor.

The engineer should carry the required test equipment and spares required for diagnosis the fault and make the system operation. After the breakdown maintenance of the system / equipment, the maintenance engineer of the contractor shall submit the detailed report on the repair carried out on the system/equipment's. The engineer shall give details of the parts repaired/replaced along with fault analysis for making the history sheets of faults/problems of each equipment. DPA would also like to know the reasons of failure and suggestion to avoid such problems in future.

1.3 DOCUMENTATION

- a) All the Equipment's parameters should be recorded in daily logbooks. Detailed inventory records like Consumables, materials movement, material consumption; materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge (Electrical) or his nominees.
 - b) Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge (Electrical) or his nominees.
- Following Register is to be strictly maintained by AMC Contractor during AMC period as the Contract Labour (Regulation & Abolition) Central Rules, 1971
 - Muster Roll Register Form No:-16.
 - Register of Wages i.e. Form No:-17.
 - Register of overtime i.e. Form No: - 23.
 - Register of advance pay i.e. Form No:-22.
 - Register of accident, major accident & dangerous occurrence i.e. Form No:-29
 - Register of Workman employed by Contractor i.e. Form No:-13.
 - A. Profile of staff personnel for posted staff during CAMC period.
 - B. Consumable register & Store Requisition.
 - C. Tools and Plants.
 - D. Entry Permit of Staff & Vehicle (Gate Pass).
 - E. Maintenance Register of High Mast & Street light Pole and its accessories
 - F. Earthing value register to be maintained every month as per EIC.
 - G. Duty Roaster 3 copies duly signed and approved by EIC.
 - H Power failure register

All the documents prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC.

The contractor will hand over the logs and registers to DPA at the time of completion of contract period.

2.0 Non-Performance Deductions (Penalty)

For Preventive maintenance:

If Preventive maintenance is not done in any month, then the penalty will be deducted from the monthly payment due to the contractor as mentioned in special condition CI no 9.11 of Section-III.

2.1 For Breakdown Maintenance:

If the contractor fails to rectify /restore the system/equipment within the permissible time response and resolution time, DPA may without prejudice to any other rights or remedy available, impose penalty for non-performance of the systems as detailed below:

2.2 Penalty clause: -

Penalty for Lighting

Contractor is required to maintain 100% lighting fixture in working condition in both High mast tower and all the street light poles at the stretch of 13KM throughout the contract period, but if the lighting fixture fails due to any reasons and working condition of fixture in HM tower & Street light poles is reduced to 95% then no penalty for period of 1 week will not be imposed, however during that period if the non-working fixture is reduced below 95% then the penalty will be imposed as mentioned in **Special condition CI no 9.7 of Section -III.**

2.3 Delay in the submission of documents

If any delay in the submission of the documents/ register as mentioned at clause no. 1.3 Part B of scope of work, penalty will be will be imposed as mentioned **in Special Condition Clause no 9.8 of Section -III**

2.4 Non-availability / Non- working of Mobile.

The communication system (Mobile Phone) should be available 24x 7 in working condition, the contractor site-in-charge / Electrician should update the position of the Lighting of the entire 13KM stretch to the Engineer-in –charge / DPA in-charge in every shift and form a Whats App group. However, if for any reason the site office phone is out of order immediately it should be repaired or replaced by new phone at site if the phone is not available at site for more than 12hr's then penalty will be will be imposed as mentioned in **Special Condition Clause no 9.9 of Section-III**

2.5 Poor workmanship.

If during Inspection if any work carried out is of temporary in nature and if the work done without following safety norms, then penalty will be imposed as mentioned in Special Condition Clause no **9.10 of Section-III for per incident will be levied on the contractor.** (work such as temporary Cable joint/ excavation not properly covered / Cleaning of vegetation around the street light pole / HM tower /

Distribution panel door damage or not closed / junction box open etc all this will come under poor workmanship).

3.0 Repairs /replacement of faulty Lighting Fixture & its accessories

For the entire lighting system for PGVCL supply till the end point the entire system cover under comprehensive maintenance, all spare parts, for restoring services shall be provided from contractor's stock of spares. The contractor will arrange for transportation of the spares to site, otherwise the contractor will arrange the repairs / replacement, which have gone faulty. After repair, the original configuration in terms of fixture shall be restored. However, if the contractor is unable to repair the original lighting fixture himself, he should get it repaired through OEM or their authorized service Centre at his own cost. If the lighting fixture or any other system is beyond repair, then it will be the responsibility of the contractor to replace the faulty part at its own cost. The contractor shall ensure to stock the required /critical spares from his or her own resources.

4.0 Test and Measuring Equipments/Tools

The contractor will be responsible for arranging all tools /test and measuring equipment's that may be required for carrying out the maintenance job. The maintenance team should ensure that while visiting the sites, they should carry the required tools/test and measuring equipment along with the spares. The testing instruments used should be yearly tested by Lab and necessary certificate should be available.

5.0 Spares

Contractor shall provide all required all spare parts, all types cables required at site, L. T joint kit, MCB/MCCB, timer, contractor, connectors and DPA would not provide any spare in this regard. Contractor shall stock the spares at Local office for minimizing downtime. Contractor shall co-ordinate with all the OEM'S involved for the system.

6.0 Transportation

It will be the responsibility of the contractor to arrange for the free transportation of the engineers / Electrician / helper as well as materials (test equipment's and spares) to the site i.e. 13KM Stretch at Tuna Road within the stipulated time period to avoid penalty for downtime period during breakdown.

7.0 Co-ordinations with OEM'S:

The contractor will co-ordinate with OEM(s) system/equipment and its sub system and resolve maintenance/repair related issues.

8.0 Contract duration:

The duration of the services offered through this proposal will be for a period of four (05) years from the date of completion of the project for the supplied and installed system.

9.0 Compliance with Security Requirements:

It shall be responsibility of contractor to fully comply the following with Security provisions:

9.1 Entry/Access to the Premises is governed by rules & regulations formulated from time to time, which

are binding by DPA and its contractors. All such rules & regulations are to be complied.

- 9.2 Contractor is to ensure that all the personnel engaged by them abide by the Security and discipline rules prescribed from time to time by the Security Section of DPA.
- 9.3 Contractor is to comply with any directive, as may be prescribed by/given by DPA from time to time in respect of security matters.
- 9.4 Contractor shall provide Insurance cover to all its employee for any accidents in the work place as per the Indian Labour Laws.

10.0 Responsibilities of Contractor

- 10.1 Contractor will ensure consistency of work and work force, correct trouble shooting, good workmanship, follow all safety procedures and will make all necessary efforts to maintain healthy environment and reliable services.
- 10.2 If any of the staff member appointed by Contractor is found to be 'not competent', he has to be replaced by a right person within a stipulated time as instructed by Electrical Engineer- In-charge.
- 10.3 In no case, the contractor or his/her employees shall claim job / employment with DPA. No transport facility shall be provided for the contractor or his employees by DPA.
- 10.4 It is purely contractor's responsibility to get his staff acquainted/trained with the site conditions, operation and maintenance procedure, equipment detail, safety devices, scope of work etc.,
- 10.5 Contractor will be responsible for any act of theft, sabotage, misdeed, indiscipline, and negligence on the part of contractor or his employees. Penalty or legal action, as decided by EIC shall be imposed on the contractor.
- 10.6 The contractor or his supervisor shall meet the EIC or his nominee every day to receive the details of issues / complaints to be attended and after attending to these complaints, a report on the same has to be submitted to the concerned Officer.
- 10.7 The contractor has to maintain 2 no's Cell phones (Android type) round the clock for with internet facility for video conference & communication 1 set for Lighting Staff for controlling AMC staff and 1 set Cell phones (Android type) for Site-in-charge at the cost and responsibility of the Contractor.
- 10.8 DPA will not be responsible for death, accident or injury to the Contractor's employees engaged by him, which may arise in the course of their duty at our premises, nor shall we be responsible and be liable to pay damages or compensation to such persons or to third parties. The Contractor shall at all times indemnify and keep DPA indemnified against all claims which may be under the Workmen's Compensation Act, 1923, or any statutory modifications thereof or otherwise for or in respect of any damages or compensation payable in consequence of any accident or injury sustained by any workman or other person/ person at the Centre or premises, building, equipment's etc. is attributable to the Contractor or his workmen, such damages shall be made good by the Contractor or his workmen, such damages shall be made good by the Contractor.
- 10.9 DPA will provide maximum 2 no's of any type quarter whichever available at Kandla Colony will be allotted subject to availability on payment basis.
- 10.10 During night i.e from dusk to dawn, the staff of the contractor shall make a visit to the entire route twice & shall recorded on concern register the status of the lighting system.
- 10.11 The watch keeping work shall be arranged by the contractor and if any of the area of 13KM stretch any theft of lighting fixture / Spares / wires / cables or any other item missing, which may effect the illumination system due to which penalty is imposed as per the penalty clause the same has to be borne by the contractor, DPA will not be held responsible.

- 10.12 The contractor is responsible for restoring power in case of faults occurring in the above-mentioned areas. The contractor must ensure that their deployed personnel are equipped with all the necessary tools and resources required for prompt and effective troubleshooting and resolution of electrical issues. This includes having access to testing equipment, replacement parts, and any other tools deemed essential for restoring power.
- 10.13 The Contractor should provide uniform to all the staff deployed in the work of Comprehensive Annual Maintenance along with PPE kit while on duty.

11.0 HAND-OVER OF THE SYSTEM DURING EXIT PERIOD

- 11.1 The CONTRACTOR shall hand over to the DPA. the following before the expiry of the contract or in the case of termination of Contract by DPA with Justifiable reason as specified:
- 11.2 A complete list of Assets with its records over the past period.
- 11.3 All the assets in good working condition as per tech specification. In case any asset is not in working condition, CONTRACTOR shall ensure that the same is made good as per required standard and performance and handed over within the Exit period.
- 11.4 All the documents prepared by the contractor is the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC. The contractor has to hand over the log book and registers to DPA at the time of completion of contract period.

**Signature
& Seal of Contractor**

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

SECTION –VII**Bill of Quantities**

Name of Work : “Up gradation of Tuna road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers along with CAMC for the period of 5 years”

Sr. No.	Description	Qty.	Unit	Rate	Amount
<u>Part A: Electrical Item</u>					
1	Supply at site 10 Mtr. long galvanized octagonal street light pole with detachable double Arm as per Technical Specification No. 1 A) 10 Mtr. long Octagonal Type Street light pole with 1.5 Mtr. long double arm	410	No.		
2	Erection of supplied 10Meter long octagonal pole along with civil foundation as per Technical Specification No. 2	410	No.		
3	Supply, erection, testing & commissioning at site, of Polygonal galvanized high mast tower of 20 Mtr. as per Technical Specification No. 3 A) Supply B) Erection, testing & commissinoing	1 1	No. No.		
4	Supply of Energy Efficient LED Street Light luminary & Flood Light Luminary as per Technical Specification No. 4 A) LED 150W Street Light B) 400W LED Flood Light	820 12	No. No.		
5	Fixing of LED Street Light & Flood Light Luminary with all accessories as per Technical Specification No. 5 A) LED 150W Street Light B)400W LED Flood Light	820 12	No. No.		

6	Supply at site 4 Core, LT armoured aluminium conductor XLPE cable of 1.1KV grade of the following type & size as per Technical Specification No. 6 4 Core, 16 Sq. mm 4 Core, 50 Sq. mm 4 Core, 70 Sq. mm 3 Core, 120 Sq. mm	13728 9815 9685 500	Mtr Mtr Mtr Mtr		
7(a)	Laying of 3.5/4.0 Core LT armoured alluminium conductor XLPE cable of 1.1KV grade of the following type & size through excavation in soft/hard soil as per Technical Specification No. 7(a) i) Single length Up to 3.5/4.0 core x 240 Sq.mm	500	Mtr		
7(b)	Laying of 3.5/4.0 Core LT armoured alluminium conductor XLPE cable of 1.1KV Grade of following type & size in half round RCC pipe of 6" internal dia as per Technical Specification No. 7(b) i) Up to 3.5/4.0 core x 120 Sq.mm in 6" half round pipe	12675	Mtr		
7(c)	Laying of LT armoured aluminium conductor XLPE cable of 1.1kV grade of size up to 120 Sq.mm through Road crossing in Horizontal boring with suitable size of HDPE heavy duty pipe as per Technical Specification No.7(c) i) Upto 3.5/4.0 core x 120 Sq.mm through horizontal boring in suitable size HDPE pipe	120	Mtr		
7(d)	Laying of 4 Core, 35 Sq.mm LT armoured aluminium conductor XLPE cable of 1.1kV grade existing octagonal pole by inserting flexible pipe of hard PVC of size 50 mm two length from ground level to Termination Point fixing with heavy duty cable tie. as per Technical Specification No. 7(d) i) Upto 3.5/4.0 core x 120 Sq.mm in flexible pipe of 50mm dia	13410	Mtr		

8	Supply, Installation, Testing and Commissioning of Double Pole Structure without 11KV A.B Switch & H.G Fuse on 8 mtr PSC pole of 200KG complete with Labour and Material as per Technical Specification No. 8	7	No.		
9	Supply of Street Light Feeder Pillar fabricated from M. S. Steel as per Technical Specification No.9	7	No.		
10	Preparation of poles earthing system with GI pipe as per Technical Specification No.10	410	No.		
11	Preparation of Feeder Pillor earthing system with GI earth plate including required accessories and civil work as per Technical Specification No. 11	14	No.		
12.	Reclamation to low laying area at various locations as per site conditions as per Technical Specification no.12	1500	M3		
13.	Liasioning work with PGVCL authority for allotment for 3 phase LT Supply & Connection at various locations with complete work as per Technical specification no.13	1	JOB WORK		
TOTAL FOR PART-A					

Sr. No.	Description	Qty.	Unit	Rate	Amount
PartB: Comprehensive maintenance work for period of 5 Years.					
1	Comprehensive annual maintenance Contract for the stretch of the 13 km. street lighting of Tuna Road from National Highway No.8-A to Tuna Port (DP World) to be carried out from the date of expiry of 01 (one) years on-site warranty for the supplied and installed Street lighting poles and 20Mtr. High mast tower etc. for the period of the 5 years.				

	a) CAMC for First Year Period				
	b) CAMC for Second Year Period	12	Month		
	c) CAMC for Third Year Period	12	Month		
	d) CAMC for Fourth Year Period	12	Month		
	e) CAMC for Fifth Year Period	12	Month		
		12	Month		
TOTAL FOR PART-B					

TOTAL FOR PART-A _____

TOTAL FOR PART-B _____

TOTAL _____

(Net amount payable excluding GST) _____

**Signature
& Seal of Contractor**

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

SECTION VIII

Specimen EMD (Bank Guarantee Format)

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

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

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

Date:

Tender Guarantee No.:

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

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

- (a) Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
 - (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.
- This guarantee will expire unless otherwise extended or informed by the Employer/ Board:
- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
 - (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

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

date. [Signature(s)]

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

SECTION –IX
EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____
 _____ (authorization letter issued by the firm with my specimen
 signature and passport size photo and adhaar card are enclosed) have visited the site on _____ with
 DPA representative Shri _____ (Designation) for the work of “Up gradation of Tuna
 road from two lanes to four lanes providing Lighting & Electrification in the stretch of 13 kilometers with 5
 years CAMC after expiry of guarantee period of 24 months” and inspected the site and other issues related
 to tender to my satisfaction.

Seal, name and signature of the bidder	Name, designation and signature of DPA representative who assisted bidder during site visit.	Seal, name and signature of Executive Engineer (E)

SECTION –X**Format for submitting information of Bid Capacity****Annexure - A** for calculating “A” of the formula.

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

Annexure-B For calculating “B” of the formula

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

Signature & Seal of Contractor

Annexure I

INTEGRITY PACT**Between**

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for

Tender No..... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:-
 - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
 - (c) The Principal will exclude from the process all known prejudicial persons.

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
 - (a) The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
 - (b) The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
 - (c) The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - (d) The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)



- (e) The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- (f) Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

Section 4 - Compensation for Damages

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

Section 5 - Previous transgression

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



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

Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity Pact. In case of Sub-contracting, the principal contractor shall be solely responsible for the adherence to the provision of IP by the sub-contractor(s).
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

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

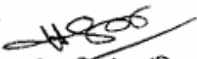
Section 8 - External Independent Monitor

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

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.



- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.


 अधिशारी अभियंता (विद्युत)
 दीनदयाल पत्तन प्राधिकरण
 Executive Engineer (Elect.)
 Deendayal Port Authority

(For & on behalf of the Principal)

 (For & on behalf of the bidder/Contractor)

(Office Seal)

(Office Seal)


 Signature of Witness:
 (Name & Address)

Signature of Witness:

(Name & Address)

R.D. Baria
 Room No. 114,
 Nirman Building,
 New Kandla - 370210

Place : Gandhidham