

## **DEENDAYAL PORT AUTHORITY**



### **MECHANICAL ENGINEERING DEPARTMENT**

### **ELECTRICAL DIVISION**

### **TENDER NO. EL/WK/2858**

**“Supply, Installation, Testing & Commissioning of all the equipment’s of roadway lighting system from LC 236B to 16<sup>th</sup> CB along road, railway line at Kandla”**

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

**Email:deepak.hazra@deendayalport.gov.in**  
**xenedpa@gmail.com**

**DEENDAYAL PORT AUTHORITY**

**TENDER NOTICE NO. EL/WK/2858**

Executive Engineer (Electrical), DPA, New Kandla, invites tender in Online E-tendering system for the work of "**Supply, Installation, Testing & Commissioning of all the equipment's' of roadway lighting system from LC 236B to 16<sup>th</sup> CB along road, railway line at Kandla.**" Estimated Cost ₹ **4,19,06,748/-** EMD ₹ **8,38,135/-** Last date of downloading: 16/02/2026 up to 16:00 hrs. Last date and time of submission of E-tender only on website <https://tender.nprocure.com>.: on 16 /02/2026 up to 16:00 Hrs. Date and time for opening of E-tender: 16/02/2026 at 16:30 hrs. Tender shall be downloaded from web site: <https://tender.nprocure.com>. and also available on <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>.

Corrigendum, if any, will be placed on websites only.

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

## **CONTENTS OF TENDER DOCUMENT**

**Bid Reference No. EL/WK/2858**

- **NIT** : **Invitation for Bids**
- **SECTION I** : **Instruction to Bidders**
- **SECTION II** : **General Conditions of Contract**
- **SECTION III** : **Special Conditions of Contract**
- **SECTION IV** : **Forms of Bid**
- **SECTION V** : **Scope of Work & Technical Specifications**
- **SECTION VI** : **Bill of Quantities**
- **SECTION VII** : **Approved Make List**
- **SECTION VIII** : **Bid Capacity Format**
- **SECTION IX** : **Site Evidence report format**
- **SECTION X** : **Insurance Surety Bond for Ernest Money Deposit  
(Form 23 A) – Not Applicable**
- **SECTION XII** : **Insurance Surety Bond for Performance  
(Form 8 A)**
- **SECTION XIII** : **Integrity Pact**

**TENDER NOTICE NO EL/WK/2858**

Name of work	<b>Supply, Installation, Testing &amp; Commissioning of all the equipment's of roadway lighting system from LC 236B to 16<sup>th</sup> CB along road, railway line at Kandla</b>														
Estimated cost put to tender	<b>₹. 4,19,06,748.00</b>														
<b>EMD</b>	<p><b>₹. 8,38,135/- (Rupees Eight Lakhs thirty eight thousand one hundred thirty five only)</b></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 <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b>.</p>														
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Last date of downloading	16/02/2026 upto 16:00														
Last date and time of submission of E-tender	16/02/2026 upto 16:00 only On Website of <a href="https://tender.nprocure.com">https://tender.nprocure.com</a>														
Pre-bid meeting	28/01/2026 @ 15:00 Hrs. in the Old Board Room, A. O. Building, Gandhidham														
Date and time for opening of E-tender	16/02/2026 at 16:30 hrs														
Downloading websites	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .														
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## **NOTICE INVITING ONLINE TENDER**

### **Details about tender:**

<b>Department Name</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210
<b>Tender Notice No.</b>	EL/WK/2858
<b>Name of Project</b>	"Supply, Installation, Testing & Commissioning of all the equipment's' of roadway lighting system from LC 236B to 16 <sup>th</sup> CB along road, railway line at Kandla"
<b>Name of Work</b>	"Supply, Installation, Testing & Commissioning of all the equipment's' of roadway lighting system from LC 236B to 16 <sup>th</sup> CB along road, railway line at Kandla"
<b>Estimated Contract Value (INR)</b>	<b>₹. 4,19,06,748.00</b>
<b>Period of Completion (in Months)</b>	06 months from the date of issue of work order
<b>Bidding Type</b>	<b>Open</b>
<b>Bid Call (Nos.)</b>	<b>One</b>
<b>Tender Type</b>	<b>Single</b>
<b>Tender Currency Settings</b>	<b>Indian Rupee (INR)</b>
<b>Integrity Pact</b>	<p>Integrity Pact should be submitted as per below.</p> <p>a) The Integrity pact shall be signed by proprietor/if having partnership firm all partners of the firms shall sign on same/If having company they has to submit Board resolution along with the letter of Authorized person of company, duly sign the IP in the presence of a witness from their side, who shall also affix his /her signature thereof and then the same IP shall be uploaded by them on n-procure portal;</p> <p>b) 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>c) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>
<b>Pre-Qualifying</b>	<b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b>

<b>Criteria:</b>	<p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least <b>₹ 1,25,72,024.00 (Exc. GST) Certified by Chartered Accountant along with UDIN mentioned on it.</b></p> <p>b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed works each costing not less than the amount equal to least <b>₹ 1,67,62,699.00 (Excluding GST).</b> Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to least <b>₹ 2,09,53,374.00 (Excluding GST).</b> Or</p> <p>iii) One similar completed work costing not less than the amount equal to least <b>₹ 3,35,25,398.00 (Excluding GST).</b></p> <p>c) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.</p> <p>The available bid capacity will be calculated as under:</p> <p>Assessed Available Bid capacity = A x M x N -B, Where,</p> <p>"N" = Number of years prescribed for completion of the work in question.</p> <p>"A" = Maximum value of works executed in any one year during last five years (updated at the current price level), taking into account the completed as well as works in progress</p> <p>"B" = Value (updated at the current price level) of the existing comments and ongoing works to be completed in the next "N" years.</p> <p>"M" = Multiplier Factor (usually 1.5)</p> <p>The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p>												
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Multiplying Factor	1.00	1.02	1.02	1.11	1.26	
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**IMPORTANT:**

- (i) The information may be provided as per the format given at Section VIII.
- (d) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

**Note:**

(i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, **should be highlighted.**

(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. **The statement should be signed by the Chartered Accountant with UDIN.**

(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.

(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.

(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 technical bid.

<b>Similar Work Definition</b>	<b>Similar Works Means:</b> <b>Supply, Installation, Testing, Commissioning of illumination system with Street Lighting Poles or High mast or both for any Government or Public Sector Undertaking or any reputed Industrial Organization or Industry/ Company in private sector.</b>
<b>Joint Venture</b>	<b>Not applicable</b>
<b>Rebate</b>	<b>Not applicable</b>
<b>Bid Document Fee:</b>	<b>Rs. 5000 + 900 (GST)= 5900/-</b> Present rate of GST is 18% (non-

	<p>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-<b>2008</b> mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b>.</p>												
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<b>Bid Security/ EMD (INR) :</b>	<p><b>₹. 8,38,135/- (Rupees Eight Lakhs thirty eight thousand one hundred thirty five only)</b></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-<b>2008</b> mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate <b>along with Bid Securing Declaration Form (Form 6 in Section IV)</b>.</p> <table border="1" data-bbox="478 1590 1432 1875"> <thead> <tr> <th data-bbox="478 1590 739 1622">Level</th><th data-bbox="739 1590 1432 1622">Description</th></tr> </thead> <tbody> <tr> <td data-bbox="478 1622 739 1653">Section – F</td><td data-bbox="739 1622 1432 1653">CONSTRUCTION</td></tr> <tr> <td data-bbox="478 1653 739 1706">Division – 42</td><td data-bbox="739 1653 1432 1706">CONSTRUCTION</td></tr> <tr> <td data-bbox="478 1706 739 1780">Group – 432</td><td data-bbox="739 1706 1432 1780">Electrical, plumbing and other construction installation activities</td></tr> <tr> <td data-bbox="478 1780 739 1812">Class – 4321</td><td data-bbox="739 1780 1432 1812">Electrical installation</td></tr> <tr> <td data-bbox="478 1812 739 1875">Sub Class – 43213</td><td data-bbox="739 1812 1432 1875">Installation of street lighting and electrical signals</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
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<b>Downloading Start Date</b>	
<b>Bid Document Downloading End Date</b>	<b>16/02/2026 up to 16:00 Hrs.</b>
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>28/01/2026 @ 15:00 Hrs. at A.O. Building, Gandhidham</b>
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>16/02/2026 @ 16:00 Hrs.</b>
<b>Bid Validity Period</b>	<b>120 Days</b>
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of technical bid.
Bid Opening Date	Technical Bid will be opened on <b>26/02/2026 @ 16:30 Hrs.</b> 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	<ol style="list-style-type: none"> <li>Documents in support of fulfilling Qualifying Criteria as indicated above.</li> <li>EMD -As indicated above.</li> <li>Tender fee - As indicated above.</li> <li>Integrity pact (duly signed by bidder and witness)</li> <li>Documents Mentioned in Eligibility Criteria.</li> <li>Bid Security Declaration form (In case of MSE).</li> </ol>
Officer- Inviting Bids:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Executive Engineer (E)
Address:	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	Executive Engineer (E), Electrical Division, Nirman Building, Ground Floor, New Kandla (Kutch)-370210. E mail ID :- xenedpa@gmail.com
<b>Corrigendum, if any, will be placed on websites only.</b>	

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

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

**Contact Details:**

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

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

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

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

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

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

**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 31st March of the previous financial year, should be at least <b>₹ 1,25,72,024.00 (Excluding GST)</b> . Certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant <b>UDIN should be mentioned in the certificate..</b>
(B)	Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: (i) Three similar completed works each costing not less than the amount equal to <b>₹ 1,67,62,699.00 (Excluding GST)..</b> <b>Or</b> (ii) Two similar completed works each costing not less than the amount equal to <b>₹</b>	a) A copy of the completion certificate in respect of the successfully completed similar work. b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:- Name of Contractor Name of Work

	<p><b>2,09,53,374.00(Excluding GST)..</b></p> <p><b>Or</b></p> <p>(iii) One similar completed work costing not less than the amount equal to ₹ <b>3,35,25,398.00(Excluding GST)..</b></p>	<p>No. of work order/agreement and date</p> <p>Contract value</p> <p>Contract period</p> <p>Date of commencement of work</p> <p>Date of completion</p> <p>Value of Work executed during the contract period/original contract period</p> <p>Date of issue of completion certificate.</p> <p>c). In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at 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>a) 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:</p> <p>Assessed Available Bid capacity = A x M x N –B, Where,</p> <p>“N” = Number of years prescribed for completion of the work in question.</p> <p>“A” = Maximum value of works executed in any one year during last five years (updated at the current price level), taking into account the completed as well as works in progress</p> <p>“M” = Multiplier Factor (usually 1.5)</p> <p>“B” = Value (updated at the current price level) of the existing comments and ongoing 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</p>	

	<p>of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <table border="1"> <thead> <tr> <th>Financial Year</th><th>2024-25</th><th>2023-24</th><th>2022-23</th><th>2021-22</th><th>2020-21</th></tr> </thead> <tbody> <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>Multiplying Factor</td><td>1.00</td><td>1.02</td><td>1.02</td><td>1.11</td><td>1.26</td></tr> </tbody> </table>						Financial Year	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
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	<p><b><u>IMPORTANT:</u></b></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>																							
(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><b><u>Note:</u></b></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, <b>should be highlighted.</b></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. <b>The statement should be signed by the Chartered Accountant.</b></p> <p>(iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>																							
(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 technical bid.</p>																							
(G)	<p>Similar works means</p>		<p><b>Supply, Installation, Testing, Commissioning of Illumination system with Street Lighting Poles or High mast or both for any Government or Public Sector Undertaking or any reputed Industrial Organization or Industry/ Company in private sector.</b></p>																					

**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. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- i. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- j. Power of attorney (dually accompanied by resolution of Board in case of company).
- k. Qualifications and experience of key site management and technical personnel proposed for the contract.
- l. 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.
- m. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- n. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
- o. 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.
- p. 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.
- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
  - Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
  - Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - Record of poor performance such as abandoning the works, non – completion of the contract.
- r. Duly signed Integrity pact agreement by the bidder and witness (also to be arranged

by bidder) to be submitted in technical bid.

- S. Bid Securing Declaration Form for MSE's (Form 6 in Section IV)

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

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

**7. Cost of Bidding**

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

**8. Site Visit**

- 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.

**Bidding Documents**

**9. Content of Bidding Documents**

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-9:  
    Invitation for Bids (NIT)
- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

**10. Clarifications of the Bidding Documents**

- 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](http://www.deendayalport.gov.in), and [www.eprocure.gov.in](http://www.eprocure.gov.in).

**10.2 Pre-Bid meeting**

- The bidder or his official representative may attend pre-bid meeting to be held on **28/01/2026 @ 15:00 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.

- The purpose of the meeting will be to clarify issues related to work and tender conditions.
- Pre Bid clarifications will be uploaded in <https://tender.nprocure.com> ,[www.deendayalport.gov.in](http://www.deendayalport.gov.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.
- Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

## **11. Language of Bid**

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

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

The bid submitted by the bidder shall comprise the following:

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

- i) Bid Security i.e. EMD and Tender Fees and Integrity Pact **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 Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work. All other duties, taxes, 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)**

#### **(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 in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

## **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@gnfc.net](mailto:nprocure@gnfc.net).

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (except Price**

**Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of Executive Engineer (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 "Supply, Installation, Testing & Commissioning of all the equipment's' of Roadway Lighting System from LC 2368 to 17<sup>th</sup> CB along road, Railway line at Kandla"**

**Bid reference No. EL/WK/2858**

Name and address of the bidder.

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

- 21.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than **16:00 Hrs. on 16/02/2026**.
- 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 (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

**22. Late Bids**

- 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.

#### **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](http://www.deendayalport.gov.in) as well as [www.eprocure.gov.in](http://www.eprocure.gov.in).
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

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

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

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

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

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

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

#### **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.

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) 28 days (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 **Six (06) 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 award area 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 duly filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

**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:

- **“Employer”** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- **“Contractor”** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor’s servants, agents and workers, personal representatives, successors and permitted assigns.
- **“Contract”** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.
- **“Contract Price”** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- **“Specifications”** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.
- **“Chief Mechanical Engineer”** shall mean the Chief Mechanical Engineer of DEENDAYAL PORT AUTHORITY.
- **“Work” or “Works”** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.
- The **“Site”** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.
- The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief

Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

- **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the 'employer'.
- **"Approved" or "Approval"** shall mean approval in writing.
- **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- **"Day"** re calendar days, **"months"** are calendar months
- **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- **"Material"** are all supplies, including consumables, used by the contractor for incorporation in the works.
- **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function

## **2.0 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

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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, plan and materials
  - b) Loss of or damage to equipment
  - c) Loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
  - d) Personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer incharge 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(Excluding GST):**

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate  $\frac{1}{2}\%$  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 ( $\frac{1}{2}\%$ ) 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 contractor besides getting the work completed by other means at the risk and cost of the contractor.
- [
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

**12.0 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 (Modified as per Clause No.9 under Special conditions, Section III)**

- 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:**

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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).

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## **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) The employer will not provide Port Trust Quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

## **31 Queries about the Technical Data**

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

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

The Contractor shall submit the makes of material, equipment, 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 undertaken by him in the Port premises.

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**44 Deviations:**

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

**45 Approvals:**

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

**46. Third Party Inspection:**

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

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

**47 Bar Chart**

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

**48 Engagement of Labour:**

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

**49 Police verification of contract labour**

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

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This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has

been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

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

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

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

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

1. The number of 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:**

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:**

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 6 of special condition of contract, Section- III)**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the 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, 6<sup>th</sup> 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. 5 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. 25 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) Out of the total of 10% of Performance Security of the Schedule - B, 5% shall be submitted as Performance Guarantee in the form of BG/FDR/Digital Transfer 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 of the Schedule - B. (except 10% cost of LED street light & flood light fixtures, having 5 years warranty period).

- 2) Successful Bidder has to submit the Performance security @ 5% amount 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 one year guarantee period of work/contract except LED fittings.
- 7) 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. 26 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:

<b>Sr. No.</b>	<b>Description</b>	<b>Time period for submission</b>
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
3.	Letter for make approval of supply item (As per BOQ) to DPA.	21 days from the date of receipt of LOA
4.	The detail of Project Engineer, to be deployed in the DPA site for this project.	21 days from the date of receipt of LOA
5.	Proposed Methodology & Bar Chart	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.

- (i) 50% payment will be released after receipt of material at site in good condition, after obtaining insurance cover as per tender condition (TPI inspection & certification of the same by Third Party Inspection Agency mandatory) and after inspection & acceptance of material by DPA.
- (ii) 40% of item rate after completion of erection, installation, testing and commissioning etc. and 90% of item rate for item covers only laying/fixing etc. (TPI inspection & certification of the same by Third Party Inspection Agency mandatory).
- (iii) 10% will be released after successful completion of whole work (TPI inspection & certification of the same by Third Party Inspection Agency mandatory) and handing over to DPA.

**5.0 (Modified as per Clause No. 6 under Special conditions, Section I): Joint Venture not applicable**

**6.0 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.

**7.0** 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.

**8.0 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.

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

**Guarantee:**

The guarantee shall be 12 (twelve) months, commence from the date of taken over after completion of the entire work except for LED street light fittings and Highmast flood light fittings for which a warranty period of 5 years is specified as per the technical specification of the material.

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

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

**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**

<b>Form No.</b>	<b>Name of forms/format</b>
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**

<b>Form No.</b>	<b>Name of forms/format</b>
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)

**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/2858)**
- (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) i.e. last three financial years ending 31st march of the previous year	2022-2023	
	2023-2024	
	2024-2025	

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 31<sup>st</sup>**.

#### **3. Similar works**

Particulars	Year	No. of Works	Value
	2018-2019		
	2019-2020		
Total value of completed Similar work as defined in the tender document during last 07 years.	2020-2021		
	2021-2022		
	2022-2023		
	2023-2024		
	2024-2025		

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 of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion

1	2	3	4	5	6	7	8

##### **(B) Works for which bids already submitted**

Description of work	Place State	Name Address of Port Dept.	Value of Contract or Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any

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

Attach attested certificates.

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

Other party(ies)	Port	Cause dispute	of 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,

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

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

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

**Form – 5**

**EXCEPTIONS AND DEVIATIONS**

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

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

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

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

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

**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/2858 Date: /\_\_\_\_/2026

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 refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Signed: (insert signature of person whose name and capacity are shown) in the capacity of (insert legal capacity of person signing the Bid Securing

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

Duly authorized to sign the bid for 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/2858 (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.

WHERAS the Board is desirous to carrying out the work of \_\_\_\_\_ And whereas the Contractor has offered to execute and complete such work.

WHERAS

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/FDR/Insurance Surety Bond 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 WITHINESS 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 —Drawingl.
  - 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 WITHNESS WHERE of the parties here unto have set their hands and seals the day and year  
first above written signed and sealed by the Contractor in the presence of:-  
Witness

## 2. Name & Address Seal

**Signature of Contractor**

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

1.

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

1.     
2.

**Secretary  
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 \_\_\_\_\_)  
\_\_\_\_\_(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 starting 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 forbear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
  7. It is also hereby agreed that the Courts in [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)

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 BankGuarantee 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) 1st extension vide EE's Dated Month Days  
No.
  - (b) 2nd extension vide EE's Dated Month Days  
No.
  - (c) 3rd extension vide EE's Dated Month Days  
No.
  - (d) 4th extension vide EE's Dated Month Days  
No.
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.
12. Total period on account of hindrance mentioned above..... Month Days
13. Extension of time required for extra work
14. 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.
15. 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 TIME PART II (To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from ..... Contractor for the work  
of in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No dated

3. Remarks of S.D.O.

(on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer Dated:

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

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

(The present progress of the work should be stated and whether the work is likely to be completed by the date 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

### **Specimen EMD (Bank Guarantee Format) (Not Applicable)**

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

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(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]

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## **Section -V**

### **SCOPE OF WORK**

The Specification is intended to cover the Supply, Installation, Testing & Commissioning of all the equipment's of Roadway Lighting system from LC 2368 to 16<sup>th</sup> CB along road, Railway line at Kandla. The work includes associates service like civil & structural work, handling at site, insurance, erection, testing and commissioning of Roadway Lighting and handing over the same to the Engineer in charge after successful completion of the work. contractor has to complete the work with best standard of materials, The work shall be executed to the satisfaction of the Engineer in charge for Supply, Installation, Testing & Commissioning of equipment's. The contractor shall arrange all types of tools & tackles with arrangement of temporary power for installation & testing at his own cost. The contractor shall submit as made layout drawing of complete Roadway lighting system in four set after completion of work.

### **TECHNICAL SPECIFICATIONS**

#### **Technical Specification No. 1**

##### **Supply of 9 Meter Octagonal Pole with 1.5-meter dual arm with complete its accessories.**

- 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 km/Hr and as per IS 875 or latest. 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 or as per latest.
- 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 or as directed by Engineer in charge.
- 1.5 The materials of the pole as follows:
  - (a) Pole - Conforming to grade S355J0, with 4mm wall thickness.
  - (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: - Hot dipped 6.8 Gr. as per IS 1367 or as per latest.

- (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 or as per latest with average coating thickness of 100 micron & above. The galvanizing shall be done in single dipping.

- 1.6 The pole manufacturing & galvanizing unit shall be ISO 9001: 2000 & ISO 14001 or latest 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 1500 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 suitable cutout for door opening may be 500mm with reinforced & weather proof having locking arrangement by allen key (same shall be submitted to DPA in 4 Sets) of the Junction Box shall permit clear access to the components inside viz., insulated termination strips, connectors, MCBs, cables etc. There shall also be suitable bolt arrangement for the purpose of earthing.
- 1.9 Electrical connections - Four-way heavy duty Insulated connectors shall be provided, suitable for connecting 1.1 kV grade, 4 core X16 sq.mm. Al. cable. It shall also in house 1 no. 10 amps SP 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 mm<sup>2</sup> PVC insulated copper conductor flexible un-armoured Cable from the terminal block to the fixture within the pole. All the un-armoured & armoured cables shall be pass through Metallic & Polycarbonate gland of suitable size and suitable brass lugs for cables & 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.
- 1.11 Earthing of each pole shall be carried out with one dedicated earth coil. The earth coil shall be GI as recommended in the latest version of IS. The earth coil shall be connected with 8 swg two GI wire to the two distinct earth boss on the pole.
- 1.12 Aesthetic appearance - All the grooves and carvings of the pole unit shall be free from any kind of distortion for a pleasing aesthetic appearance.
- 1.13 Top Mountings -The octagonal 9mtr pole should be supplied along with galvanized double arm bracket made from GI Pipe of suitable size of dia, 1.5 mt long suitable for it to install on top with its accessories as directed by Engineer in charge prior to approval of Engineer in charge with drawing, Luminaries fixing at dual arm as per design of LED Luminaries.

1.14 The Poles shall be bolted on a pre-cast RCC or at site along with set of foundation bolts for greater rigidity under supervision & certified by Civil Department, DPA.

1.15 The Contractor shall carry out all the relevant tests and inspection in the presence of the DPA or Third Party Agency, before the dispatch of the poles at no extra cost to be borne by DPA.

1.16 All the material/equipment/accessories shall be supplied with manufacturer's test certificates at site.

1.17 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.

## **Technical Specification No. 2**

### **Erection of 9 Meter Octagonal Pole with 1.5-meter dual arm with complete its accessories.**

The poles shall be erected in plumb at a distance of 30 mtr, bolted on a precast RCC foundation with a set of four foundation bolts for greater rigidity. This includes fixing & erection of 09-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 in the existing divider. All the waste material is to be dumped as directed by Engineer-In Charge.

This also includes Providing and laying in position machine batched and machine mixed design mix M-25 grade cement concrete for reinforced cement concrete work, using cement content as per approved design mix, including pumping of concrete to site of laying including the cost of centering, shuttering, finishing and reinforcement, including admixtures in recommended proportions as per IS: 9103 to accelerate, retard setting of concrete, improve workability without impairing strength and durability as per direction of Engineer-in-charge." (Note :- Cement content considered in this item is @ 330 kg/cum. "Excess/ less cement used as per design mix is payable/recoverable separately). Providing M-30 grade concrete instead of M-25 (Concrete with minimum cement content of 350 kg /cum at all floor levels) Steel reinforcement for R.C.C. work including straightening, cutting, bending, placing in position and binding all complete upto plinth level and above. Thermo-Mechanically Treated bars of grade Fe-500 D or more. Foundation hot dipped GI bolt of size 900mm long "J" type of M24mm dia shall be buried in the RCC 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 concrete and 6 to 20mm graded metal course aggregate concrete. DWC pipe of suitable size shall be kept while concreting for IN & OUT of cable. This also includes supply and installation of GI Coil earthing to each pole of 7 to 10 meter.

The termination and connection through insulated connector and DIN rail MCB with junction box shall provide, cable brass glands of suitable size including earth linking to the pole and junction box with 8 SWG GI wire with all materials and labours as directed by Engineer-in-charge. The above work is to be done under the direction & supervision of Civil /Electrical Department, DPA.

## **Technical Specification No. 3**

### **Supply, Installation, Testing & Commissioning of 20-Meter-High Mast Tower at site.**

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.

The work include design, supply, erection, testing, commissioning of 20M high mast flood lighting towers, including the installation, testing and commissioning of LED cool white flood light and other electrical accessories, arrangement for raising and lowering the lights during maintenance.

#### **APPLICABLE STANDARDS**

The following shall be the Reference Standards for the loading of the high mast:

BS Code of Practice, CP-3, Gradient of wind related to height Chapter-V,

BS 4360 Grades of MS Plates

BS 5135 Welding

BD 729 Galvanising

Technical Report (TR) No.7 – 1996 Specification for Mast and Foundation.

IS 875 (Pt-III) 1987 Code of Practice for Design Loads for structure

## **TECHNICAL SPECIFICATIONS HIGH MAST**

### **Structure**

The High mast shall be of continuously tapered, polygonal cross section, 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 6mm and other sections 5mm. The PCD of the mast flange shall be minimum 740 mm or as per proved design. The structure shall be suitable for wind loading as per IS-875, part-3, 1987 or relevant to site condition.

### **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 and folded to form a polygonal section as stated above and shall be telescopically jointed and 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 and externally, having a uniform thickness of 65 microns.

### **Door Opening**

An adequate door opening shall be provided at the base of the mast and the opening shall be such that it permits clear access to equipment like winches, cables, plug and socket, etc. and

also facilitate easy removal of the winch. The door opening shall be complete with a close fitting, vandal resistant, weather proof door, provided with a heavy duty double internal lock with special paddle key. The door opening shall be carefully designed and reinforced with welded steel section, so that the mast section at the base shall be unaffected and undue buckling of the cut portion is prevented.

### **Dynamic Loading for the Mast**

The mast structure shall be suitable to sustain an assumed maximum reaction arising from a wind speed as per IS 875, and shall be measured at a height of 10 meters above ground level.

### **LANTERN CARRIAGE Fabrication**

A fabricated Lantern Carriage shall be provided for fixing and holding the flood light LED fitting. 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 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 operation of the carriage. The entire Lantern Carriage shall be hot dip galvanized after fabrication. and raise the Lantern Carriage Assembly. To enable this, a suitable Winch Arrangement shall be provided, with winch fixed at the base of the mast and the specially designed head frame assembly the top.

### **Winch**

The winch shall be of C double drum type as per IS 807, suitable to lift optimum mechanical load, 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 400Kg. 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 operation of the double drum winch shall be provided as part of the contract.

### **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 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 caste aluminium alloy (LM-6). Pulley made of synthetic material such as plastic or PVC are not acceptable. 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 dislodged 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.

### **Stainless Steel Wire Ropes**

The suspension system shall be essentially be 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 2350kg 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 talurit. 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.

### **CABLE**

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

### **LED SPECIFICATION**

As mention below tabular form in Technical Specification No. 4

### **Power TOOL (Integral to system)**

3Phase, 415v ,50 HZ,AC +/- 5% Rating of the motor shall be suitable to the design with control & torque limiting protection single speed.

### **CIVIL FOUNDATION**

High mast civil foundation is also in the scope of contractor, the design of foundation shall be approved from Design section of Civil Department, DPA, similarly its execution will also be under civil department. The soil bearing capacity is 1.5T/Mtsquare; however, during start of work contractor has to obtain complete detail of soil and based on same design is to be done. Work include complete materials & labour, and to entire satisfaction of Engineer In charge.

### **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.

### **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 has to be take drawing/items approval from concern Civil Department, DPA.

## **Technical Specification No. 04**

Supply at site energy efficient 90W LED Street Light & 250W Flood Light fixture. The rate shall be firm and inclusive all taxes, packing and forwarding, insurance, loading at supplier's depot,

transportation and unloading at site work. The LED fixtures should be suitable for pole pipe bracket.

The contractor shall take prior approval from the Engineer In Charge for make of LED Street Light fixture & Flood light fixtures.

Technical Requirements for LED Street Light are as under:

<b>Sr. No.</b>	<b>Parameters</b>	<b>Requirements / Value</b>
1.	Type	90W Street light(Clear cool white) LED Luminaire & 250W Flood Light LED(Clear cool white) Luminaires complete with all accessories including driver, internal wiring with flameproof wires, etc.
2.	LED chip make	CREE / NICHIA /OSRAM/LUMILED/SEOUL
3.	Rated Voltage	190V - 230V AC,
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 chip Efficacy	>150 Lm/Watt system lumen output at 25 degree C, supported by LM80 report, to be submitted.
8.	LED Drive current	>=350 mA<750 mA
9.	LED Beam Angle	As directed by EIC
10.	Colour Temperature	≥5500K.
11.	Rated Minimum LED Life(L70)	50000 Burning Hours (With only 30% Lumen Degradation or 70% Lumen maintenance)
12.	System efficacy	≥ 100 Lm/Watt
13.	Total Lumen Output	CONTRACTOR to offer
14.	Colour Rendering Index of Luminaires	>70
15.	System Power Efficiency	≥ 90%
16.	Driver Type	Constant Current based Electronic Driver
17.	Driver Efficiency	> 90%

18.	Driver Life	>20000 hrs.
19.	Maximum temperature rise for Driver	<30 Deg C at 45 Deg C ambient
20.	Operating Temperature Range	-20 Deg C to + 50 Deg C
21.	Luminaries body temperature after 12 hours of continuous operation	≤ 30 Deg C from ambient
22.	Junction temperature	< 85 Deg C - self certified by Manufacturer
23.	Heat Sink Temperature	≤ 15 C from ambient
24.	Solder point temperature	< 70 Deg C
25.	Operating Humidity	10% to 95% RH
26.	Control Gear	Prewired with low smoke halogen free, fire retardant e beam cable up to terminal block. Fuse protection shall be provided inside.
27.	Operating Hours	Dusk to Dawn (max 12 Hrs.)
28.	Total Harmonics Distortion (THD)	<10%
29.	Construction	High power SMD and LED must be mounted on Copper MCPCB for high thermal conductivity and fastest heat transfer from the LED junction
30.	IP Protection	IP66 or more; no water stagnation anywhere
31.	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
32.	Heat Sink	Well-designed thermal management system with defined heat sink - Aluminium extrusion
33.	Clip / Fasteners	Corrosion free/ Stainless steel.
34.	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.

35.	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
36.	IK protection for Optic Cover	>IK07
37.	Photometric measurements	LM-79/IS16105.
38.	Minimum Surge Protection	>10 kV
39.	Warranty / Guarantee	5 Years
40.	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;
41.	LED Type	B

### **Technical Specification No. 5**

- a) This includes fixing & commissioning of supplied 90W LED Street Light Luminary. The supplied fitting shall be fixed on 1.5 mtr double arm GI pipe bracket or as directed by EIC on nipple on the Octagonal Pole cross arm. 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 inhouse1 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 mm<sup>2</sup> 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 250W LED Flood light luminary Installation: This includes Installation of LED fittings on Lantern ring, with 3 core X 2.5 mm<sup>2</sup> 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. Dead load shall also be considered for balancing the fixtures.

### **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, 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.
- (c) 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.

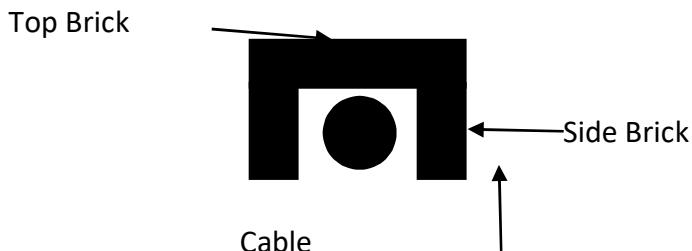
### **Technical Specification No. 7**

This includes laying & end termination of 1.1 KV XLPE armoured L.T cable in proposed hard & soft Soil /Laying on bricks/ Laying through horizontal boring / laying through double walled corrugated HDPE pipe of suitable size, for any length of cable that extend beyond the standard drum length of the cable, such extension has to be done with proper joining kits and techniques as per latest IE standards with excellent workmanship.

Method of Laying:-

- a) This includes laying of single length cable of size of 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 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. 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 Cement concrete of size 600 x 300 with embossed LT Cable duly painted by wall paint red colour. This also includes straight through joint if any required for completion of work. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.

#### **Sketch**



- b) This includes laying of bunch of 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 places cable route marker at and interval of 10 to 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.
- c) This includes laying/ Fixing of bunch of cable of size 4 core, 16 to 70 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.
- d) This includes Fixing of LT/HT cable on existing cable tray along with GI binding wire at one meter distance. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge.
- e) This includes Supply and Fixing of GI Perforated Cable Tray of size 300mm width X 2mm thickness X 3m long length & 150mm deep with its accessories and same shall be installed with proper space supports on the existing RCC wall with proper anchor bolt. Laying of cables 1.1 KV grade, size upto 4 core X 120sqmm as per site requirement LT armoured aluminum Conductor LT cable through cable tray. The cable laid on the existing cable tray shall be properly dressed in such a manner that the crossing of cables shall be minimized. The cable in the cable tray shall be clamped with suitable clamps/thick PVC straps at every 1 m distance in cable tray. The rates shall be inclusive of all material, required tools tackles and labour and as directed by Engineer-In-charge. The Cable Tray will be inspected at site and if damage to galvanization is noticed or the thickness of any section with inadequate thickness of galvanization is noticed the same will have to be replaced to new one to the satisfaction of the DPA or Third Party Inspection agency. Site galvanization or site repairs will not be permitted. All materials pertain to cable shall be hot dipped, such as its hardwares ,connector inner,outer,bend extender etc components shall function and work properly against deterioration due to the aggressive climate conditions.

The Cable Tray manufacturing & galvanizing unit shall be ISO 9001: 2000 & ISO 14001 certified to ensure consistent quality & environmental protection.

The contractor shall take prior approval of drawing from Engineer in-Charge before undertaking manufacturing of cable tray. The rate shall be inclusive of all the taxes (excluding GST), insurance, packing, forwarding, transportation, unloading at site as directed by Engineer-in-Charge.

This also includes necessary cable termination at the Street Light Pole with required material as directed by Engineer in charge.

## **Technical Specification No. 8**

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The item includes Supply and fixing Double Pole Structure without 11kv A.B. Switch & DO Fuse on 9 metre RSJ pole. The Distribution panel is to be fitted at least 3 mt form 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.

<b>SR</b>	<b>PARTICULARS</b>	<b>UNIT</b>	<b>QTY</b>
1	RSJ pole 9 mtr (working load 200Kg)	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) Anchored rod - 1 No.	NO.	4.00
6	(b) Turn buckle - 1 No.	NO.	4.00
7	(c) Eye Bolt - 1 No. (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) - 1 No	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 and same shall be approved from Civil Department, DPA by Contractor. Thereafter, two coat of metal primer and three coat of silver paint is to be applied on its ancillary items, barbed 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/GETCO. However, fabricated M.S fencing duly painted shall be provided around such switches.

### **Technical Specification No. 9**

This includes supply at site, installation, testing and commissioning of Outdoor mounted type MS type Feeder pillar panel double shutter, broader top canopy, 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 painted using powdered coated simens grade paint along with Danger indication sticker of voltages.

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

1. 200Amps, 415 V 50 Hz Volt AC four pole manual operated Change over Switch:-1 No.
2. 100 A, 415 volt 4 pole MCCB C curve for outgoing cable :- 4 Nos.

3. Indicating lamp Red, yellow & blue 230/240v AC, with in built resistance:- 1 set.
4. DIN mounted astronomical timer Switch :- 2 Nos.
5. 3 phase 4 pole heavy duty Contractor suitable for 150A (Load Current) :- 2 Nos.
6. Heavy duty connector up to 120sqmm :- 1 set.
7. Multifunction Meter :- 1 No.
8. 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 MS angle of size 50x50x6mm with suitable height duly epoxy painted. The panel 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 latest IS Norms. The feeder pillar shall be provided with 2 Nos. 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 Engineer-in-charge before placing the order showing the position of the components as mentioned This includes all labour and material as directed by Engineer-in-charge.

### **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.

### **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  $5\Omega$ .

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.

This also includes two runs of G.I. flat strip of size 50mm x 6mm 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.

## **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 30-meter length the route marker shall be of cement concrete duly red painted. The work includes complete labour and materials and to entire satisfaction of Engineer-in-charge and under the supervision and approval of Civil Department, DPA.

## **Technical Specification No. 13**

### **Supply of 11KV HT 3C X 150 sqmm insulated armored XLPE Aluminum conductor.**

The work includes Supply at site 3CX150 Sq. mm 11kV HT XLPE insulated, aluminum conductor armored cable as per IS 7098 (P-I) 1985 or latest, in this regard contractor shall submit the relevant documents before supplying the cable, contractor shall take make approval from Engineer-In-Charge. However, the cable make is mentioned in the approved make list of DPA. During the supply of the cable, firm shall produce the Type Test, Routine Test certificate at site. Unless otherwise specified, the cable shall conform in all respect to IS: 7098 (Part-II)-1985 with latest amendment thereof. 11 KV (E) Grade XLPE, 3-Core, power cable shall be of high conductivity, stranded compacted, H.D. aluminum circular shaped conductor with XLPE (cross linked Poly Ethelene) provided with shielding of extruded semi-conducting materials over conductor and XLPE insulation. Each insulated core shall have copper tape screen, laid together and provided with common covering of PVC Inner Sheath (Extruded). Overall galvanized steel strip armour and PVC outer sheath shall be provided. The specification for manufacture of cable shall be conforming to IS: 7098 (Part-II) 1985 (latest edition) for 11KV (E), 3-phase, 50 Hz. Earthed systems.

Outer sheath shall be designed to afford high degree of mechanical protection and shall also be heat, oil, chemical and weather resistant, Common acid, alkalis and sealing solution shall not have adverse effect on material of PVC sheath. Cable shall be suitable for laying in covered trenches or FRP cable trays or buried under- ground in outdoor or as directed by Engineer-In-Charge. The cable conductor shall be made from high conductivity stranded High Density aluminum to form compacted circular shaped conductor having resistance within limits specified in IS: 8130/1984 and any latest amendment to it. The conductor having semi-conducting screen shall ensure perfectly smooth profile & avoid concentration of stress. The conductor screen shall be extruded in the same operation as the insulation. The semiconducting polymer shall be cross linked.

The insulation shall withstand mechanical and thermal stress under steady state and transient operating conditions. The extrusion method should give very smooth interface between semi-conducting screen and insulation. The insulation of the cable shall be of high standard quality generally conforming to IS: 7098 (Part – II) – 1985 and any latest amendment to it.

Cable Parameters :

			<b>11 KV</b>
(i)	Voltage grade (Uo / U) KV	:	6.35 / 11
(ii)	Cores (Nos)	:	3
(iii)	Nominal system voltage KV	:	11
(iv)	Highest system voltage KV	:	12
(v)	System frequency Hz	:	50
(vi)	Variation in frequency %	:	± 3
(vii)	(a) Maximum allowable temp. of conductor during continuous normal operation at rated full load current. °C	:	90
	(b) Maximum allowable temp. under short circuit condition °C	:	250
(viii)	1.2/50 microsecond lightning impulse withstand voltage wave value. KVp	:	75
(ix)	5 Min, Power frequency withstand voltage KV rms	:	17
(x)	System earthing		Effectively Earthered

Non-metallic semi-conducting shield shall be provided over the insulation to confine electrical field to the insulation. The insulation shield shall be extruded in the same operation as the conductor shield and the insulation by suitable extrusion process. The XLPE insulation shield shall be of tinned type. The copper metallic overlapped tape shield shall be provided.

Fillers and Inner-sheath should be confirming to IS: 7098(Part-II)-1985. The sheath shall be suitable to withstand the site conditions and the desired temperature. It shall be of consistent quality and free from all defects. The PVC sheath shall be extruded. The material of fillers and inner-sheath shall be compatible with the temperature ratings of the cable and shall have no deleterious effect on any other component of the cable. Central filler shall also, be provided with other peripheral fillers to have proper circular section.

Armouring of galvanized steel strip shall be provided. The dimensions of steel strips shall be as per latest edition of IS: 3975 – 1979.

Extruded type ST-2 PVC outer-sheath, conforming to IS: 5831-(1984) (latest edition) over armouring with suitable additives (to prevent attack by redents & termites), shall be provided.

The cable shall have suitable fillers laid up with insulation cores to have subsequently circular cross-section before the inner sheath is applied. The fillers shall be suitable for operating temperature of the cable.

All materials used in manufacturing of cable shall be new, unused and of finest quality. All materials should comply with the requirements / tests as per applicable IS / IEC specification, Indian Electricity Rules and any other statutory provision of rules & regulations. The PVC material used in the manufacture of cable shall be of reputed manufacturer. No recycling of PVC is permitted.

The purchaser reserves the right to ask for documentary evidence of the purchase of various materials, (to be used for the manufacture of cable) as per checking of quality control. Quality Assurance plans shall be submitted. The indicative values of continuous current carrying capacities a t Maximum conductor temperature of 90°C (for design purpose by field) of 3 core 185 sq.mm cable, Continuous Current Carrying Capacity (For 11 KV cable) 270A in Ground and 310A in air. Short circuit rating for 185sqmm Conductor should be 17.4 kA (rms).

The current rating shall be based on maximum conductor temperature of 90 degrees with ambient site condition specified for continuous operation at the rated current. Cable shall be suitable for operation under frequency variation of +3% and voltage variation of +10% to -15% and combined frequency - voltage variation of 10% (absolute sum).

The bidder shall have to submit, well in advance, the test certificates for the following routine test for approval prior to inspection of the materials for the complete lot offered for inspection at a time. (a) Conductor resistance test (b) Partial discharge test (c) High-voltage test for 5 minutes [as per Clause 19.7.2 of IS: 7098 (Part-II) – 1985]. DPT reserves the right to insist for witnessing the acceptance / routing tests of the bought out items.

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

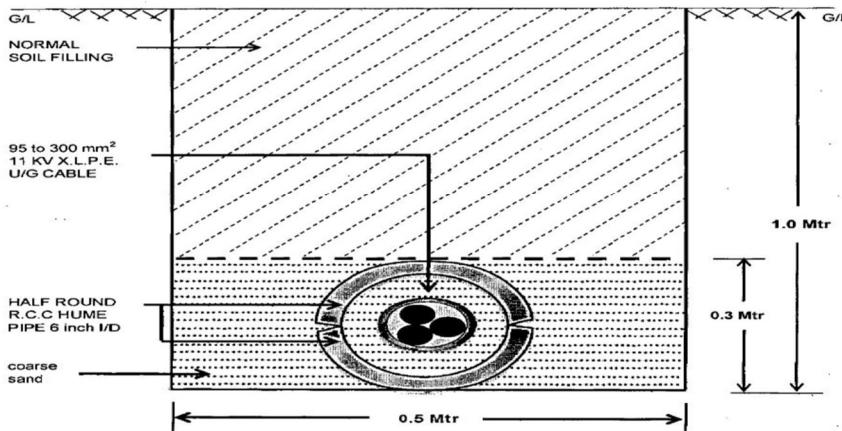
#### **Laying in Hard/Soft Soil for 11KV HT 3C X 150sqmm XLPE Aluminum conductor.**

Laying of 3CX150 Sq.mm (E) XLPE Cable through Hard/Soft Soil Excavation and laying through Half Round Pipe (2 Nos.) 6" inner Diameter and 1 Meter length.

The work includes laying of 3Cx150sqmm underground cable. For any length of cable that extends beyond the standard drum length of the cable, such extension must be done with proper cable joining kits and techniques as per latest IE standards with excellent workmanship. All the cable ends that terminate at pole structures should be brought out from the ground only in HDPE pipes of appropriate size carrying single individual cable inside each HDPE pipe. The cable end should be terminated as per standard practice as per IE rules with best workmanship. Tagging of the cables with precise nomenclature is mandatory.

This includes laying of 3 core x 150 Sq.mm HT armored aluminum Conductor XLPE Cable of 11KV Grade (excluding supply of cable) through excavation of trench 0.75 meter wide and 1 meter deep in soft/hard soil. Each cable should be placed inside RCC Half Round Pipe of 6" inner Dia and 1 Meter length and such RCC Half Round Pipes must be placed in such a fashion so as to provide support under the cable with one half and covering over the cable with the other half. The same trench would be used to place two circuits (cables) side by side in horizontal fashion and these cables would run through two RCC pipes individually. The minimum distance between such RCC pipes throughout the route length should be 0.3m.

**DRAWING FOR LAYING OF ONE NO 11 KV 95 TO 300 mm<sup>2</sup> X.L.P.E.  
UNDE GROUND CABLE**



The bed of 50mm of river sand shall be provided in the bottom of the excavated trench. The RCC Pipe shall be laid over the bed of river sand. This includes filling of gaps by fresh river sand and filling the trench up to at least 400mm height from bottom by fresh river sand. The remaining 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 spread in low lying areas as directed by Engineer in Charge or his nominee. The contractor shall provide heat shrinkable straight through joints of relevant size of approved make if the laying of cable shall be more than standard drum length. This includes all labour and material as directed by Engineer-in-Charge. Such cable joints shall be under the scope of work of the contractor at no extra cost or obligation from DPT. Such cable joining work is completely to be done by the contractor at his own cost.

Permanent means of indicating the positions of joints on site should be provided. During the course of permanent reinstatement cable and joint markers, should be laid directly above the route of the cable and the position of the joint respectively.

Wherever it is not possible to place the marker directly over the cable route or joint the marker should be suitably placed near the cable route or joint on which the distance of the cable route or joint at right angles to and parallel to the marker should be clearly indicated.

The site requirement & position of fixing the markers will be decided by the Engineer-In-charge or his nominee.

The type of route marker & letters to be written on the route marker will be decided while execution by the Engineer-in-charge.

Route marker should be visible and the pedestal should be buried underneath the ground firmly by providing CC foundation.

Route Marker of C.C. (1:2:4) 150x150x750 (in mm) Concrete Stone (DPT Mark with Approved Yellow Color Embedded in Earth at least 300 mm below the ground Level at Approx. Distance 10 Meter or as directed by EIC

Cable laying, shall include the route marker, cable tagging, dressing, removing the old unused cable from the RCC Trench, appropriate size of glands & ferrule work as per requirement etc.

## **Technical Specification No. 15**

### **Laying for Railway/Road Crossing/RCC through HDD Single length 11KV HT 3C X 150sqmm XLPE Aluminum conductor.**

This includes Laying 3 core x 150 Sq.mm 11kV XLPE cable by putting suitable diameter HDPE pipe, through road/Rail/RCC crossing as per railway norms. If the Road/RCC crossing length more than length of HDPE seamless pipe, then the firm shall had to lay coil type HDPE pipes and make a strong and trouble free connection so that pushing and pulling of cable within such pipes is unaffected and fuss free & then lay across the Rail/Road crossing. Single cable shall be passed through one pipe, the excavated stuff shall be disposed off from the Site of work and spread in low laying area. In case of Rail Crossing, firm shall put earthing across rail track, both end, their own cost as per IE rule & act. The HDPE pipe should be laid using Horizontal Boring using Horizontal auguring machine for all the Road/Railway/RCC crossings. Cable lying, which shall include the route marker, cable tagging, dressing, removing the old unused cable from the RCC Trench, appropriate size of glands & ferrule work as per requirement etc. The entire work including follow up action with various authorities shall be in the scope of contractor. However, the statutory payment will be made by DPA. After completion work Concrete stone with red colour is to be fixed on the route stating the cable beneath the ground.

## **Technical Specification No. 16**

### **Servicing of Existing 11KV, 800A to 1250A, HT VCB Panel by current injection, wiring healthiness, CT/PT testing and mechanical cleaning and electrical testing in all respects.**

The Existing HT VCB Panel which is installed at 15<sup>th</sup> CB Substation.

Charges towards:

- (1) Relay Testing.
- (2) VCB Insulation Resistance Test.
- (3) PT Resistance and Insulation Resistance Test.
- (4) Tripping Circuit and closing check.
- (5) Protection healthy check of HT Panel.
- (6) Contact Resistance Measurement.
- (7) RYB Identification of all buses with heat shrink sleeve.
- (8) Epoxy Insulator to be replace if found weak insulation.
- (9) Tripping Coil, Closing Coil to be replaced with new one if not working.
- (10) Replacement of PT & its fuse if not working.
- (11) Earth Pit value to be checked if found weak same is to be rectify.

- After completion of above testing contractor had to supply and lay/fix the below items in substation i.e.: 11 KV Rubber Mats (3 Mtr X 1 Mtr), 6Nos, 11KV duly tested hand gloves 2set, First Aid Box 1 with all medicines kit, Shock treatment chart duly framed 2Nos should provide as directed. And breaker Incoming & outgoing name shall be painted on its door complete with labour & materials, This includes all labour and material as directed by Engineer-in-Charge.

## **Technical Specification No. 17**

### **Supply, fixing and testing of Indoor Cable Termination kit for 11kV 150sqmm XLPE Cable.**

This includes providing & making indoor/Outdoor end Termination kit on HT (11 KV) 3CX150 Sq.mm (E) cable at both end for all three phases, HT Joint shall be carried out by certified joiner. This work includes all labour and material as directed by Engineer-in-Charge. The Heat Shrinkable Indoor Termination offered shall be complete with all parts necessary for their effective and trouble-free operation. Such parts will be deemed to be within the scope of the supply irrespective of whether they are specifically indicated. It is not the intent to specify herein complete details of design and construction of Heat Shrinkable Indoor Termination.

The Heat Shrinkable Indoor Termination offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The Heat Shrinkable Indoor Termination offered shall be reliable, fast and easy-to install jointing termination system to assure and maintain high network reliability in the most severe conditions and under high electrical, thermal, mechanical and environmental stress.

The design, manufacture and performance of the Heat Shrinkable Indoor Termination shall comply with all currently applicable statutes, regulations and safety codes. Nothing in this specification shall be construed to relieve the bidder off his responsibilities. Unless otherwise specified, the Heat Shrinkable Indoor Termination offered shall conform to the latest applicable Indian, IEC, British, U.S.A. or International Standards and in particular. The Indoor cable termination is to be mandatorily used for 11kV 150sqmm XLPE cables termination. The cable termination at pole structures should be done as per standard practice of PGVCL. Applicable standards for Indoor Cable Termination Kit are as per latest follows and same relevant documents shall be submitted prior to supply also at the time of make approval from EIC, DPA.

## **Technical Specification No. 18**

### **Supply, fixing and testing of Outdoor Cable Termination kit for 11kV 150sqmm XLPE Cable.**

This includes providing & making Indoor/outdoor end Termination kit on HT (11 KV) 3CX150 Sq.mm (E) cable at both end for all three phases, HT Joint shall be carried out by certified joiner. This work includes all labour and material as directed by Engineer-in-Charge. The Heat Shrinkable Outdoor Termination offered shall be complete with all parts necessary for their effective and trouble-free operation. Such parts will be deemed to be within the scope of the supply irrespective of whether they are specifically indicated. It is not the intent to specify herein complete details of design and construction of Heat Shrinkable Outdoor Termination.

The Heat Shrinkable Outdoor Termination offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The Heat Shrinkable Outdoor Termination offered shall be reliable, fast and easy-to install jointing termination system to assure and maintain high network reliability in the most severe conditions and under high electrical, thermal, mechanical and environmental stress.

The design, manufacture and performance of the Heat Shrinkable Outdoor Termination shall comply with all currently applicable statutes, regulations and safety codes. Nothing in this specification shall be construed to relieve the bidder off his responsibilities. Unless otherwise specified, the Heat Shrinkable Indoor and Outdoor Termination offered shall conform to the latest applicable Indian, IEC, British, U.S.A. or International Standards and in particular. The outdoor cable

termination is to be mandatorily used for 11kV 150sqmm XLPE cables termination. The cable termination at pole structures should be done with HDPE pipe of suitable diameter and as per standard practice of PGVCL. Each such HDPE pipe should contain only one cable. Applicable standards for Indoor Cable Termination Kit are as per latest follows and same relevant documents shall be submitted prior to supply also at the time of make approval from EIC, DPA.

### **Technical Specification No. 19.**

#### **Supply, fixing and testing of Straight Joint Cable Termination kit for 11KV 150 sqmm XLPE Cable.**

This includes supply of heat shrink straight through Termination kit on HT (11 KV) 3CX150 Sq.mm (E) cable the rate shall be inclusive of all taxes, including transportation loading & unloading at site the jointing kit shall be of fresh batch of 2024-25, making outdoor straight joint Termination kit on HT (11 KV) 3CX150Sq.mm (E) cable, HT Joint shall be carried out precisely with good workmanship work includes all labour and material as directed by Engineer-in-Charge. The Heat Shrinkable Straight Joint Termination offered shall be complete with all parts necessary for their effective and trouble-free operation. The Heat Shrinkable Outdoor Termination offered shall conform to the relevant standards and be of high quality, sturdy, robust and of good design and workmanship complete in all respects and capable to perform continuous and satisfactory operations in the actual service conditions at site and shall have sufficiently long life in service as per statutory requirements. The Heat Shrinkable Outdoor Termination offered

The Straight joint cable termination is to be mandatorily used for 11kV 150 sqmm XLPE cables termination. The cable termination at pole structures should be done with HDPE pipe of suitable diameter and as per standard practice of PGVCL. Each such HDPE pipe should contain only one cable.

### **Technical Specification No. 20.**

This includes supply at site, installation, testing and commissioning of Outdoor mounted type MS 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 painted using powdered coated simens grade paint along with Danger indication sticker of voltages.

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

9. 200Amps, 415 V 50 Hz Volt AC four pole manual operated Change over Switch:- 1 No.
10. 100 A, 415 volt 4 pole MCCB C curve for outgoing cable :- 4 Nos.
11. Indicating lamp Red, yellow & blue 230/240v AC, with in built resistance :- 1 set.
12. DIN mounted astronomical timer Switch:- 2 Nos.
13. 3 phase 4 pole heavy duty Contractor suitable for 150A (Load Current) :- 2 Nos.
14. Heavy duty connector upto 120sqmm :- 1 set.
15. Multifunction Meter:- 1 No.

16. 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 MS angle of size 50x50x6mm with suitable height duly epoxy painted. The panel shall be fitted with proper GI bolt & nut on the so that it shall withstand the load of the panel properly.

### **Technical Specification No. 21.**

#### **Supply, Installation, Testing and Commissioning of outdoor type 100kVA 11/0.43kV Oil immersed Transformer.**

Supply, Installation, Testing and Commissioning of Outdoor Type Pole mounted Transformer of 11kV/415 Volts, equipped with 100kVA Oil filled Type Transformer, All the components shall comply with their relevant IS/IEC standards. This includes all labour and material as directed by Engineer-in- Charge.

<b>S.No</b>	<b>Item</b>	<b>11 kV Distribution Transformers</b>
1	Rated KVA (ONAN rating)	100KVA
2	Rated voltage HV	11 kV
3	Rated voltage LV	430-250 V
4	Frequency	50 Hz +/- 3%
5	No. of Phases	Three
6	Connection HV	Delta
7	Connection LV	Star (Neutral brought out)
8	Vector group	Dyn-11
9	Type of cooling	ONAN
10	Cooling medium	Insulating oil IS:335-2018
11	No of windings	2
12	System earthing	Neutral of LV side to be solidly earthed
13	Percentage impedance at normal tap at 75°C	As per Standards
14	Neutral terminal to be brought out	On LV side
15	Max flux density in any part of the core or yoke at rated voltage and frequency with +12.5% combined voltage and frequency	As per Standards
16	Permissible temperature rise over ambient temperature of 50° C	

i)	Of top oil measured by thermometer	As per Standards
ii)	Of winding measured by resistance	As per Standards
17	Mini HV clearance in mm	
i)	Phase to phase	As per Standards
ii)	Phase to ground	As per Standards
18	Mini LV clearance in mm	
i)	Phase to phase	As per Standards
ii)	Phase to ground	As per Standards
19	Bushings and terminals	As per IS 3347 and IS 7421
i)	HV bushings	12KV rating oil filled porcelain type
ii)	Creepage distance	25mm/kv
iii)	LV bushings	1.0KV rating oil filled porcelain type
20	Material of HV and LV conductor	Aluminium
21	Max current density for HV and LV winding for rated current	As per Standards
22	Insulation level of windings	
i)	Basic Impulse level (BIL)	75KVP
ii)	Power frequency voltage withstand	
a)	HV winding	28KVrms
b)	LV winding	03KVrms
23	Bushing stem for 100 KVA with nuts	
ii)	HV side	standard
iii)	LV side	standard

### **Technical Specification No. 22:**

This item includes preparation of maintenance free earth station by providing 80mm diameter, 3 meter, 250 micron Hot dip Galvanised bonded chemical electrode with back fill compound including accessories & masonry work. A cement concrete (ratio 1:4:8) chamber of at least 500 mm x 500 mm x 500mm x 50mm (thickness of wall) shall be prepared and a cover of suitable size shall be provided for the chamber. The work shall be carried out to entire satisfaction of Engineer in-Charge. This work includes all material, labour, tools & tackles as directed by Engineer in-Charge.

### **Technical Specification No. 23:**

This item includes supply at site, laying, fixing and connecting of Hot dip GI strip of size 50x5 mm from earth station to Distribution Transformer as directed. The GI strip shall be laid from earth station to Distribution and shall be clamped suitably on wall/floor or buried in the ground/ trench as directed. This work includes all material, labour, tools & tackles as directed by Engineer in Charge.

### **Technical Specification No. 24:**

This includes providing of protection guard fencing to high mast consisting of suitable size of MS angle of not less than 75 x 75 x 10 mm and including cross bracing angle of size not less than 50 x 50 x 6 mm. The height of fencing shall be not less than 1.5 m from the ground level.

The foundation of the angles shall be provided with cement concreting including providing muffing not less than 45 cm above the ground level. The work shall be carried out to the entire satisfaction of Engineer in charge. The vertical main members of the guarding shall be cement concreted to depth of 0.45m below the ground level. All the members of guard fencing shall be pretreated and then painted with two coats of primer and two coats of finish paint. The protection guard shall be designed and approved by Engineer-In-Charge prior to manufacturing and execution of work. The protected area surrounding the highmast shall not be less than 4.5 m x 4.5 m. This work includes all material, labour, tools & tackles as directed by Engineer In-Charge.

Signature & Seal of Firm

Executive Engineer (E)  
Deendayal Port Authority

**Section - VI**  
**BILL OF QUANTITY**

Sr. No.	Description	Qty.	Unit	Rate	Amount
<b><u>Electrical Item</u></b>					
1	Supply at site 9 Mtr. long Hot Dip galvanized octagonal street light pole with detachable double Arm as per Technical Specification No. 1. A) 9 Mtr. long Octagonal Type Street light pole with 1.5 Mtr. long double arm	225	Nos.		
2	Erection, Testing & Commissioning of supplied 9 Meter long Hot Dipped galvanized octagonal street light pole with detachable double arm along with civil foundation as per Technical Specification No. 2.	225	Nos.		
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 & commissioning	5 5	Nos. Nos.		
4	Supply of Energy Efficient LED Street Light luminary & Flood Light Luminary as per Technical Specification No. 4 A) 90W LED(Clear Cool White) Street Light B)250W LED(Clear Cool White) Flood Light	500 60	Nos. Nos.		
5	Fixing of LED Street Light & Flood Light Luminary with all accessories as per Technical Specification No. 5 A)90W LED Street Light	500 60	Nos. Nos.		

	B)250W LED Flood Light				
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 (a)4 Core, 16 Sq. mm (b)4 Core, 70 Sq. mm (c)4 Core, 120 Sq. mm	7600 7600 1000	Mtr Mtr Mtr		
7(a)	Laying of LT armoured alluminium conductor XLPE cable of 1.1KV grade of the following type & size through Hard/Soft Soil as per Technical Specification No. 7(a). i) Laying of single length cable upto 4.0 core x 120 Sq.mm.	500	Mtr		
7(b)	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(b) i) Laying of single cable length 4.0 core x 120 Sq.mm through horizontal boring in suitable single HDPE pipe with all materials & labour.	1000	Mtr		
7(c)	laying/ Fixing of size upto 4 core, 16 to 70 Sq. mm LT armoured aluminum Conductor XLPE Cable of 1.1KV Grade through existing octagonal pole as per Technical Specification No. 7( C )	600	Mtr		
7(d)	Fixing of LT/HT cable on existing cable tray along with GI binding wire at one meter distance as per Technical Specification NO. 7(d)	6500	Mtr		
7(e)	Supply and fixing of perforated HOT DIP GI Cable tray of size 300mm Width,2500mm length, 50mm dip and 3mm thick, this also includes its all accessories as				

	per Technical Specification No. 7(e).  (A)Supply (B)Fixing	6500 6500	MTR MTR		
8	Supply, Installation, Testing and Commissioning of Double Pole Structure with 11KV A.B Switch & H.G Fuse on 9 mtr RSJ pole of 200KG complete with Labour and Material as per Technical Specification No. 8.  A) Supply B) Installation, testing & commissioning	4 4	Set Set		
9	Supply & Fixing of Street Light MS Feeder Pillar as per Technical Specification No.9  (A)Supply (B)Fixing	5 5	Nos. Nos.		
10	Preparation of poles earthing system with GI pipe as per Technical Specification No.10	15	Nos.		
11	Preparation of Feeder Pillar earthing system with GI earth plate including required accessories and civil work as per Technical Specification No. 11	10	Nos.		
12.	Reclamation to low laying area at various locations as per site conditions as per Technical Specification no.12	1000	M3		
13	Supply of 11KV HT 3C X 150 sqmm insulated armored XLPE Aluminum conductor as per Technical Specification No. 13.	2000	Meter		
14	Laying in Hard/Soft Soil for 11KV HT 3C X 150sqmm XLPE Aluminum conductor as per Technical Specification No. 14	1300	Meter		
15	Laying for Railway/Road Crossing/RCC through HDD Single length 11KV HT 3C X 150sqmm XLPE Aluminum conductor as per Technical	700	Meter		

	Specification No. 15				
16	Servicing of Existing 11KV Breaker as per Technical Specification No. 16	5	Set		
17	Supply, fixing and testing of Indoor Cable Termination kit for 11kV 150sqmm XLPE Cable as per technical specification no.17 (a)Supply (b)fixing, testing & Commissioning	3 3	Nos. Nos.		
18	Supply, fixing and testing of Outdoor Cable Termination kit for 11kV, 150 sqmm XLPE Cable as per technical specification no.18 (A)Supply (B)fixing, testing & Commissioning	6 6	Nos. Nos.		
19	11KV Straight through Joint as per Technical Specification No. 19	2	Nos.		
20	Supply, Installation, Testing & Commissioning Outdoor type M.S. Feeder pillar along with Electrical Accessories as per Technical Specification 20. (A)Supply (B)Installation, Testing & Commissioning.	6 6	Nos. Nos.		
21	Supply, Installation, Testing & Commissioning of 11/0.433 KV, 50 Hz., 100 KVA outdoor type 3-star rating distribution transformer, complete with its accessories & protective, measuring devices and as per technical specification no.21. (A)Supply (B)Installation, Testing & Commissioning	4 4	Nos. Nos.		
22	Preparation of earthing system with Hot Dip GI chemical electrode & back fill compound for transformer neutral earthing	4	Nos.		

	as per Technical Specification No. 22.				
23	Supply, Laying, connecting of Hot dip GI Strip of 50×5 mm size between earth station to neutral of Transformer as per Technical Specification No. 23.	40	MTR		
24	Supply and Erection of protection guard having the height of 1.5 m above ground level fabricated from main horizontal and vertical members of MS angle of size 75×75×10 mm with cross bracing of MS angle of size not less than 50×50×6 mm including necessary foundation work as per technical specification no. 24.	7	Nos.		
Total					
(In words Rupees _____ only)					
(NOTE: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges; but exclusive of GST).					
Signature & Seal of Firm			-/sd Executive Engineer (E) Deendayal Port Authority		

## **Section - VII**

## Make List for Electrical Items

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	MULTIFUNCTION 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/POLYCAP/MILEX/GUJCAB/ STANDARD/ FINOLEX/ ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY/PANAMA/HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS/ INDOASIAN/ 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	HPSV, HPMV & METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI/GE
30	IGNITORS FOR HPSV, METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI/GE
31	LUMINARIES	PHILIPS/BAJAJ/WIPRO/CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31a	LED Luminaries	Philips /Bajaj/Wipro/CG/Surya/Pyrotech/Syska/ <b>Neri/nessa</b>
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
34	EXHUAUST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES

36	WATER COOLER	VOLTAS/BLUE STAR
37	AIR CONDITIONERS	VOLTAS/CARRIER/BLUESTAR/HITACHI/SAMSUNG
38	REFRIGERATORS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/WHIRLPOOL
39	INVERTERS	SUKAM / MICROTEK Note: Havells, ABB, SMA, Fronius, Delta or equivalent make Inverters are subject to submission of relevant documents of successful operation in various Government Organizations
40	D.G. SET A) HT/LT ENGINE B) ALTERNATOR	CUMMINS/GREAVES/KIRLOSKAR STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC
42	ELECTRIC MOTOR	ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB
43	EOT CRANE	CU-BUILT/KRISHNA/SAFAL
44	WATER PUMPS	SWASTIK / KSB
45	WATER GEYSER	BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD
46	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO

**Note:**

In case of supply of Make of material which is not in the DPA approved Make list, the said material should be supplied as per the latest GETCO approved Make list.

In case of supply of Make of material which is neither available in the DPA approved Make list nor in the latest GETCO approved Make list, the said material should be supplied as per the Make decided by EIC for which written intimation will be given to the contractor.

Before procurement of material, the Make of the material should be approved by EIC in writing.

**Signature & Seal of Firm**

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

**SECTION VIII**  
**Format for submitting information for Bid Capacity**

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

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

**Calculating "B" of the formula**

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

**Signature &  
Seal of Contractor**

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**SECTION -IX**  
**EVIDENCE TOWARDS SITE VISIT**

I, Shri \_\_\_\_\_ authorized representative of M/s. \_\_\_\_\_ (enclosed authorization letter issued by the firm with my specimen signature and passport size photo and Adhaar card) have visited the site on \_\_\_\_\_ with DPA representative Shri \_\_\_\_\_ (Designation) for the work of "Supply, Installation, Testing & Commissioning of all the equipments of Roadway Lighting System from LC 236B to 16<sup>th</sup> CB along road, Railway line at DPA Kandla" and inspected the site and other issues related to tender to my satisfaction.

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

Section X(Not Applicable)

FORM-23A

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

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

(Name of Contract)

To: (Name and address of Employer)

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

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

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

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

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

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

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of

Bid validity.

- (a) Fails or refuses to sign the Contract Agreement when required, or

- (b) Fails or refuses to submit the performance security in accordance with the Tender Documents.

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

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

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

For and on behalf of the Insurance Company

---

In the capacity of

---

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

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

**INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEEST 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 duty signed/initialed by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non- confirmation of which may lead to rejection of 'Insurance Surety Bond'.
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 Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

## **SECTION XI**

### **Form – 8 A**

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

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

(Insurance Surety Bond No )

Date .....

(Name of the Contract) To:

The Board of Authorities of the Port of Kandia, Deendayal Port Authority

A.O. Building, P.O. Box No. 50, Gandhidham- Kutch.

Dear Sir,

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

performance of the entire Contract equivalent to..... (\*)..... of the said value of the aforesaid work under the Contract to the Employer.

We ..... [Name & Address of the Insurance Company) ..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the

context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (\*) ..... as aforesaid at any time upto

..... (@) [days/month/year] without any demur. reservation, 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.

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**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 Liabilities 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 including the name, designation and signature/Power of Attorney number as well as telephone numbers/e-mail ID with full correspondence address of the Insurance Company.

3. 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.

4. 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.

5. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/Head office, if so required.

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

**Integrity Pact**

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

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

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

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

Seal & Signature  
**of Contractor**

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

**Integrity Pact**  
**Between**

**DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"**  
**AND**

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

**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. EL/AC/2879. 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.

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

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

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

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

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

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

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

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

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

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

(1) The Bidder declares that, no previous transgressions occurred in the last three years

with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

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

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

(1) In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of IP by the sub-contractor. It is to be ensured that all sub-contractor also sign the IP. In case of sub-contractor, the IP will be tri-partite arrangement to be signed by the organization, the contractor and the sub-contractor.

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

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

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

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

(2) The Monitor is not subject to instructions by the representative of the parties and performs his

/her functions neutrally and independently. The Monitor would have access to all 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) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)

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

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he /

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

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

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

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

## **Section 9 - Pact Duration**

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

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

## **Section 10 - Other Provisions**

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

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

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

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

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

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

  
विदेशमर्यादा अमिय कुमार (मोहपात्र)  
(For & दीनदयाल पोर्ट एक्स्प्रेस एन्ड एंड एन्ड पोर्ट एक्स्प्रेस)  
Engineer (Elect.)  
Deendayal Port Authority

Place : Gandhidham  
Date : \_\_\_/\_\_\_/20

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

Signature of Witness  
(Sign, Name & Address)  
Ami Rausing  
Roh No. 111, Nizam  
Building, New Leamby

Signature of Witness  
(Sign, Name & Address)

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

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

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

