

DEENDAYAL PORT AUTHORITY



Tender No.: EL/AC/2843

MECHANICAL ENGINEERING DEPARTMENT

TENDER FOR

**“Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under
CSR”**

Online bid submission start date: 21.05.2026

Online bid opening date: 11.06.2026

OFFICE

Deendayal Port Authority,
Office of Chief Mechanical Engineer,
Room No. 316, 2nd Floor,
Annex A.O. Building,
Gandhidham, Kutch,
Gujarat – 370201.

<https://tender.nprocure.com>

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PROCUREMENT GLOSSARY

In this Tender Document, unless the context otherwise requires:

1. “Agent” is a person employed to do any act for another or represent another in dealings with a third person. In the context of public procurement, an Agent is a representative participating in the Tender Process or Execution of a Contract for and on behalf of its principals;
2. “Allied firm” (‘affiliates’/ ‘affiliated firm’, ‘sister concern’, ‘associated firm’, or ‘related party’) of a bidder/ contractor (Principal firm, including Joint Venture Company) is a firm / concern (including Joint Venture Company) that comes within the sphere of effective control/ influence of the principal firm, wherein the Principal Firm-
 - a) being a proprietary firm, owns the Allied Firm,
 - b) being a partnership firm, has common (all or majority of) partners, or any one of its partners has profit share of 20% or more, in the Allied Firm
 - c) has common Management (say majority of director) with the Allied firm;
 - d) its partners or directors have a majority interest in the management of the Allied Firm;
 - e) has a controlling voice by owning substantial (20% or more) shares in the Allied Firm;
 - f) directly or indirectly controls or is controlled by or is under common control, by way of any agreement/ MoU or otherwise with the Allied Firm,
 - g) has the Allied Firm as its successor/ subsidiary or vice-a-versa;
 - h) has common offices/ manufacturing facilities with the Allied Firm;
3. "Bid" (‘tender’, ‘offer’, ‘quotation’ or ‘proposal’) means an offer to supply goods, services or execution of works made in accordance with the terms and conditions set out in a document inviting such Bids;
4. "Bidder" (‘tenderer’, ‘consultant’, ‘contractor’ or ‘service provider’) means any eligible person, firm, or company, including a consortium (that is an association of several persons, firms or companies) participating in a procurement process with a procuring entity;
5. "Bid security" (‘Earnest Money Deposit’(EMD), or ‘Bid Security Declaration’) means a security from a bidder securing obligations arising from its Bid, i.e., to avoid: the withdrawal or modification of its Bid within the validity, after the deadline for submission of such Bids; failure to sign the resulting contract or failure to provide the required security for the performance of the resulting contract after its Bid has been accepted; or failure to comply with any other condition precedent to signing the contract specified in the solicitation documents;
6. “Bill of Quantities” (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid;

7. “Central Public Sector Enterprise/ Undertaking” (CPSE or CPSU) means a body incorporated under the Companies Act or established under any other act in which the Central Government directly or indirectly owns more than 50 (fifty) per cent of the issued share capital;
8. “Class-I local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meet the minimum local content as prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India), Order 2017¹;
 - 1- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
9. “Class-II local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, meets the minimum local content as prescribed for ‘Class- II local supplier’ but less than that prescribed for ‘Class-I local supplier’ under the Public Procurement (Preference to Make in India) Order 2017²;
 - 2- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
10. “Consultancy services” means a one-off (that is, not repetitive and not routine) services involving project-specific intellectual and procedural processes using established technologies and methodologies, but the outcomes – which are primarily of a non-physical nature – may not be standardised and would vary from one consultant to another. It may include small works or supply of goods that are consequential to such services; (Rule 177 of GFR 2017)
11. “Contract” (Procurement Contract’, ‘Purchase Order’, ‘Supply Order’, ‘Withdrawal Order’, ‘Work Order’, ‘Consultancy Contract’, ‘Contract for Services’, ‘Rate Contract’, ‘Framework Agreement’, ‘Letter of Award – LoA’ (letter or memorandum communicating to the contractor the acceptance of his bid), ‘Agreement’, ‘Repeat Order’, or a ‘formal agreement’), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the Procuring Entity and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;
12. “Contractor” (‘Supplier’ or ‘Service Provider’ or ‘Consultant’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’) means the person, firm, or company, including a consortium (that is, an association of several persons or firms or companies - Joint Venture/ consortium) with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the Procuring Entity), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
13. “Contract Value” (or Contract Price) means the full and final monetary amount that the procuring entity is obligated to pay to the contractor under the terms of the contract, ensuring that no additional costs are incurred beyond the agreed sum. It is an all-inclusive figure that covers the base price of the goods, services, or works being

procured, along with all applicable taxes/ surcharges (such as Goods and Services Tax – GST etc.), custom duties, freight, transportation, installation, commissioning, warranties, maintenance, and any other incidental charges;

14. “e-Procurement” means the use of information and communication technology (specially the internet) by the procuring entity in conducting its procurement processes with bidders for the acquisition of goods (supplies), works and services with the aim of open, non- discriminatory and efficient Procurement through transparent procedures;
15. "Goods" ('Stores', Item(s) or 'Material(s)') includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties) but excludes books, publications, periodicals, etc., for a library, procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance; (Rule 143 of GFR 2017)
16. “Inspection” means activities such as measuring, examining, testing, analysing, gauging one or more characteristics of the goods or services or works, and comparing the same with the specified requirement to determine conformity;
17. “Inspecting Officer” means the person or organisation stipulated in the contract for inspection under the contract and includes his/ their authorised representative;
18. “Intellectual Property Rights” (IPR) means the rights of the intellectual property owner concerning a tangible or intangible possession/ exploitation of such property by others. It includes rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);
19. “Inventory” means any material, component or product that is held for use later;
20. “Letter of Award” ('Letter of Intent' or 'Notification of Award') means the letter or memorandum communicating to the contractor the acceptance of his bid for award of the contract;
21. “Local Content” means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent³;
3- Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4)Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024
22. “Non-Consultancy Services” ('Outsourcing of Services') are defined by exclusion as those services that cannot be classified as Consultancy Services. These involve routine, repetitive physical, procedural, and non-intellectual outcomes for which quantum and

performance standards can be clearly identified and consistently applied and are bid and contracted on such basis. It may include small works or a supply of goods or Consultancy, which are incidental or consequential to such services; (Rule 197 of GFR 2017)

23. “Non-Local supplier” means a supplier or service provider, whose goods, services or works offered for procurement, has local content less than that prescribed for ‘Class-II local supplier’ under the Public Procurement (Preference to Make in India) Order 2017⁴;

4 Notified vide Order No. P-45021/2/2017-PP (BE-II)-Part (4) Vol.II issued by Department of Promotion of Industry and Internal Trade dated 19.07.2024

24. "Notice inviting tenders" (including ‘Invitation for Bids (IFB)’ or ‘Letter of Invitation in Request for Proposals’) means a document and any amendment thereto published or notified by the Procuring Entity, which informs the potential bidders that it intends to procure the subject goods, services, works or a combination thereof;
25. “Parties”: The parties to the contract are the "Contractor" and the Procuring Entity, as defined therein;
26. “Performance Security” (includes the terms ‘Security Deposit’ or ‘Performance Bond’ or ‘Performance Bank Guarantee’ or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Bidder or Contractor in the form prescribed for the due performance of the contract;
27. “Place of Supply” means the specific location where Goods are delivered to the Buyer, taken on board a conveyance, or otherwise supplied; and where Services or Works are performed or executed during the term of the Contract. This location is crucial not only for determining the time of completion of such delivery, performance, or execution but also for ensuring compliance with relevant tax laws and other regulations applicable to its jurisdiction;
28. "Procurement" (or "Public Procurement" or ‘Government Procurement/ Purchase’ including an award of Public-Private Partnership projects) means acquisition by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) of goods, works or services or any combination thereof, by a procuring entity, whether directly or through an agency, but does not include any acquisition of goods, works or services without consideration, and the term "procure" or "procured" or “purchase”/ “purchased” shall be construed accordingly;
29. “(Public) Procurement Guidelines” means guidelines applicable to Public Procurement, comprising a hierarchy of Statutory framework, Rules and Regulations, Manuals of Procurement and Procurement Documents as detailed in Annexure 1 of Manual for Procurement of Goods, Second Edition, 2024;
30. “Procurement Officer” means the officer signing the Letter of Award (LoA) and/or the contract on behalf of the Procuring Entity;

31. "Procurement process" means the process of procurement extending from the assessment of need; issue of invitation to pre-qualify or to enlist or to bid, as the case may be; bid evaluation, award of contract, execution of contract till closure of the contract;
32. "Procuring Entity" (or Public Authority or Employer) means the entity in any Ministry or Department of the Central Government or a unit thereof or its attached or subordinate office or CPSE to which powers of Procurement have been delegated and handles the entire procurement process, ensuring efficiency, transparency, fair treatment of suppliers, and the promotion of competition. It may partly or fully outsource its procurement process to 'Procurement Agent/ Agency' or 'Project Management Consultant/ Agency';
33. "Procuring Organisation" (or Public Entity/ Authority) means the Organisation for which the procurement is done to fulfil its stated objectives, assigned duties/ obligations/ responsibilities/ functions, and activities in alignment with desired policy outcomes;
34. "Project" means one-time, short-term expenditure resulting in creation of capital assets, which could yield financial or economic returns or both. A project may comprise one or more related but independent task-oriented 'Works'. Projects may either be approved as individual projects within an approved scheme envelope or on a stand-alone basis. They may be executed through budgetary, extra-budgetary resources, or a combination of both;
35. "Prospective bidder" means anyone likely or desirous to be a bidder;
36. "Public Private Partnership" means an arrangement between a public entity on one side and a private sector entity, on the other, for the provision of public assets or public services or both, or a combination thereof, through investments being made or management being undertaken by the private sector entity, for a specified period, where there is predefined allocation of risk between the private sector and the public entity and the private entity receives performance-linked payments that conform (or are benchmarked) to specified and predetermined performance standards, deliverables or Service Level agreements measurable by the public entity or its representative;
37. "Rate contract" ('framework agreement') means an agreement between a Central Purchase Organisation or a procuring entity with one or more bidders, valid for a specified period, which sets out terms and conditions under which specific procurements can be made during the term of the agreement and may include an agreement on prices which may be either predetermined or be determined at the stage of actual Procurement through competition or a predefined process allowing their revision without further competition;
38. "Registration" means simply registering the bidder/ supplier/ service provider/ contractor, say on a website etc.
39. "Registering authority" is an authority that registers bidders for various procurement categories;

40. "Registered Contractor" means any contractor who is on a list of registered contractors of the procuring entity or a Central Purchase Organisation;
41. "Scheduled Bank" means a bank listed in the Second Schedule of the Reserve Bank of India Act, 1934;
42. "Service" means any subject matter of Procurement that has non-tangible outputs, as distinguished from goods or works, except those incidental or consequential to the service, and includes physical, maintenance, professional, intellectual, training, Consultancy and advisory services or any other service classified or declared as such by a procuring entity but does not include the appointment of an individual made under any law, rules, regulations or order issued in this behalf. It includes 'Consultancy Services' and 'Other (Non-consultancy) Services';
43. "Special Conditions of Contract" (SCC) means Special Conditions that override the General Conditions of Contract (GCC) if and to the extent of the conflict between the two;
44. "Subject Matter of Procurement" means any object of Procurement, whether in the form of goods, services or works or a combination thereof;
45. "Tender Document" means the document (including all its sections, appendices, forms, formats, etc. and various terms prevalent for such documents) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically called 'Tender' or 'Tender Enquiry', which would be evident from context without ambiguity;
46. "Tender Process" is the entire process from the publishing of the Tender Document to the resultant award of the contract;
47. "Works" refer to any activity with a tangible and physical output sufficient in itself to fulfil an economic or technical function involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes:
 - (a) civil works for roads, railways, airports, shipping ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels, and earthworks; and so on, and
 - (b) mechanical and electrical works involving fabrication, installation, erection, repair, and maintenance of a mechanical or electrical nature relating to machinery and plants.

SECTION – I
NOTICE INVITING TENDER (NIT)

- 1.1 Deendayal Port Authority (DPA) invites electronic tenders (Two Cover System) from eligible bidders for the work ‘Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR’.
- 1.2 A complete set of Tender documents may be downloaded by any interested Bidders from web portal, <https://tender.nprocure.com> or <http://www.deendayalport.gov.in> or <http://www.eprocure.gov.in>. The Bidder shall submit his bid on N-Procure portal at <https://tender.nprocure.com> following the procedure of Instruction to Bidder (Section – II). Non-submission of Bid along with relevant documents shall lead to rejection of the tender.
- 1.3 Salient features of the bid:

Tender No.	EL/AC/2843
Tender Type	Open online e-Tender
Tender Call (Nos.)	First
Tender Inviting Authority	Chief Mechanical Engineer, DPA
Address	Deendayal Port Authority, 2 nd Floor, Room No. 316, A.O. Building, Gandhidham – 370201, Kutch, Gujarat.
Contact Details & Email	Tel. off: 02836 270632 Email: cme@deendayalport.gov.in
Brief Work Description	Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR.
Location of the work	Deendayal Port Authority, Kandla.
Estimated Cost	₹24,26,580.00 excluding GST
Tender Fees	₹1,180/- including GST @ 18% The Bidder shall furnish, as part of its bid, tender fee, in the form of a demand draft /banker’s cheque/ pay order/ online payment gateway, for the amount as stipulated above as per details below: Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account. Scanned copy of online payment receipt containing transaction no. and date of transfer shall be uploaded on (n)procure website.

<p>EMD</p>	<p>₹48,532.00 (Rupees Forty-Eight Thousand Five Hundred Thirty-Two only).</p> <ol style="list-style-type: none"> 1. The Bidder shall furnish, as part of its bid, either (a) Earnest Money Deposit / bid security (EMD) for the amount as stipulated above, or (b) Bid Securing Declaration (BSD), only if eligible for exemption as per tender conditions. Submission of both is not required. 2. Any bid not accompanied by prescribed bid security shall be rejected by the DPA as being non-responsive in case of bidder not exempted as per tender conditions. 3. Bidders not exempted as per tender conditions shall pay the EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934) or payment online in an acceptable form. In case the bid security is more than a threshold (Rupees Five Lakh), it may be in the form of Bank Guarantee issued / confirmed by any of the Scheduled Banks in India in an acceptable form. The bid security shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.
<p>TENDER FEE / EMD Exemption</p>	<ol style="list-style-type: none"> 1. (a) Who is Eligible for TENDER FEE/EMD Exemption? <ul style="list-style-type: none"> • Micro and Small Enterprises (MSEs): Registered with the District Industries Centre (DIC), Khadi and Village Industries Commission (KVIC), Khadi and Village Industries Board (KVIB), Coir Board, National Small Industries Corporation (NSIC), or any other body specified by the Ministry of MSME. • Udyam Registered Businesses: Valid Udyam Registration Certificate holders. • Conditions: The exemption applies to manufacturers of goods and service

providers. Traders, agents, or resellers are not eligible for this exemption.

- **Startups:** Recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).

(b) How to Claim the Exemption

- **Submit Valid Documents:** The bidder shall submit a valid copy of MSME / Udyam / NSIC / DPIIT registration certificate with the bid.
- **Product / Service Alignment:** The Goods or services the bidder is bidding for must be covered under the registration certificate.

In case of Micro and Small Enterprise (MSEs), 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 also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form – XI) in Technical Bid failing which the bid shall be considered non-responsive.

Sub-class	Description
35105	Electric power generation using solar energy
43213	Installation of street lighting and electrical signals

- **Declaration:** Clearly mention and claim the exemption in the bid submission to avoid rejection.
2. The MSEs are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-

	<p>Bank Guarantee) failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.</p> <p>3. Bid Securing Declaration (BSD)</p> <p>Key details regarding the applicability of BSD include:</p> <ul style="list-style-type: none"> • Applicability to Exempted Bidders: The BSD requirement is mandatory for MSEs, Start-ups, and other entities that are exempted from paying EMD. • Consequences of Breach: If a bidder withdraws/modifies their bid during the validity period, fails to sign the contract, or fails to submit the Performance Security, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be debarred for the time period specified in the BSD from being eligible to submit Bids/ Proposals for contracts with DPA. • Format Requirement: The declaration must be in the standard format provided in the Tender Document; otherwise, the bid may be rejected. <p>4. A bidder's bid security shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security or to sign the contract within the specified period. Also, if the Bidder submits fraudulent documents in support of its eligibility / qualification and bidder is found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, and bidder's bid security shall be forfeited.</p> <p>5. Bid securities of the unsuccessful bidders should</p>
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	<p>be returned to them as soon as possible after the expiry of the final bid validity period and, at the latest, by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder upon receipt of performance security. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.</p> <p>6. The valid certificates in case of EMD exemption shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee), failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.</p> <p>7. No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.</p>
Banking Details (For Tender Fee & EMD):	Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.
Period of Completion	Four (04) Months from the date of issue of Work Order.
Downloading of Tender documents start date	21.05.2026
Downloading of tender document end date	11.06.2026 up to 16:00 Hrs.
Start date of seeking clarifications	Not Applicable
Date of Pre-Bid Meeting	Not Applicable

End date of seeking clarifications	Not Applicable
Reply to Pre-bid queries	Not Applicable
Bid Submission end date & time	11.06.2026 at 16:00 Hrs.
Bid opening date & time	11.06.2026 at 16:30 Hrs.
Bid validity period	90 days from the date of opening of e-Tender.
Applicability of JV / Consortium	Applicable
Currency of Contract	Indian Rupee (INR)
Language of Contract	English
Downloading Websites:	https://tender.nprocure.com http://www.deendayalport.gov.in http://www.eprocure.gov.in

1.4 Bidders fulfilling the following pre-qualification criteria may participate in the tender:

(A) Similar Work experience:

- i. The Tenderer should have successfully completed or substantially completed similar works in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports / Private Limited Companies during last seven years ending last day of month previous to the one in which applications / tenders are invited should be either of the following:
 1. Three similar completed works costing not less than ₹ 9,70,632.00 (excluding of GST)
OR
 2. Two similar completed works costing not less than ₹ 12,13,290.00 (excluding of GST)
OR
 3. One similar completed work costing not less than ₹ 19,41,264.00 (excluding of GST)

Definition of Similar Work:

‘Supply, installation and commissioning of Street Lighting System’.

“**Substantially completed works**” means an ongoing work in which payment equal to or more than 90% of the present contract value has been made to the contractor in that ongoing contract, and the work or a major part of it is in a

usable condition for its intended purpose. No proceedings for termination on account of the contractor's default should be pending in such cases. The Engineer or its representative(s) or the Employer shall issue a certificate of substantial completion containing two parts. Part-I shall contain both the financial value of the work executed and certified for payment as a percentage of total current contract value, and Part-II shall contain 'certificate of functional completion of the work or a major part of it'. To remain valid for pre-qualification or tender evaluation, such certificates should have been issued within sixty days prior to the date of invitation of the tender.

Copies of work order(s) & respective satisfactory completion(s) / performance certificate(s) must be furnished in support of meeting similar work experience. In case similar work experience pertains to Private Limited Companies or other private sector entities, the bidder shall additionally submit TDS certificates for such experience, failing which such experience shall not be considered.

The abovesaid details shall be furnished by the bidder in **Form – III of Annexure A**.

(B) Financial Capabilities:

i. The Tenderer should have:

Financial soundness as established by audited balance sheets and/ or financial statements. Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least ₹7,27,974.00.

The details shall be furnished by the bidder on **Form – II of Annexure A**.

1.5 Bidder should submit the Scanned copy of valid license “ESB” / “ESA” / “EA” grade issued by the Licensing Board of any State/Central Government if asked for as per **Annexure A**.

1.6 The bidder should have (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate.

1.7 Other details can be seen in the Tender documents. The Bidders are advised to read the whole document carefully and submit their tender/bid strictly, meeting the requirements spelled out in the bid document as per **Annexure A**.

1.8 The bid document is required to be submitted only through e-tender web portal <https://tender.nprocure.com>.

1.9 Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

1.10 Regarding the protected Price Schedule/ BOQ (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other

portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

- 1.11 The date and time of the e-tender web portal server clock, which is also displayed on the dashboard of the bidders, shall be used as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The DPA shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.
- 1.12 All Bids uploaded by Bidder to the portal shall get automatically encrypted.
- 1.13 Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him. The DPA reserves its right to call for verification originals of all such documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 1.14 No hard copies, unless otherwise specified, need to be sent to the Authority.
- 1.15 Submission of online transaction details of Tender fee and EMD in physical format during office hours within seven (7) working days from the date of opening of tender by hand/courier/ RPAD/Speed post in the office of the Chief Mechanical Engineer, Annex – Administrative Office Building, Room No. 316, 2nd Floor, Gandhidham, Kutch-370201, Gujarat.
- 1.16 The Authority reserves the right to cancel any or all bids without assigning any reason, subject to principles of transparency, fairness, and public interest.

Contacts: _

1. The Chief Mechanical Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Tel No. 02836 270632
Email: cme@deendayalport.gov.in
2. The Deputy Chief Mechanical Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +91 79902 75195
Email: dycme.circle@deendayalport.gov.in
3. The Superintending Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +9198252 34436

- Email: see@deendayalport.gov.in
4. The Executive Engineer
Mechanical Engineering Department,
Deendayal Port Authority,
Mo. No. +91 98252 27048
Email: deepak.hazra@deendayalport.gov.in

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

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

Contact Details:

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

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

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

E-mail: nprocure@gnvfc.net

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

**Chief Mechanical Engineer
Deendayal Port Authority**

APPENDIX – TENDER INFORMATION SUMMARY (TIS)

Sr. No.	Description	Details
1	Name of Work	‘Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR’
2	Tender No.	EL/AC/2843
3	Tender Type	Open Online e-Tender (Two Cover System)
4	Tender Inviting Authority	Chief Mechanical Engineer, Deendayal Port Authority
5	Address	Deendayal Port Authority, 2 nd Floor, Room No. 316, A.O Building, Gandhidham – 370201, Kutch, Gujarat.
6	Contact Details	Tel. off: 02836 270632
7	Email	Email: cme@deendayalport.gov.in
8	Tender Portal	https://tender.nprocure.com
9	Downloading Start Date	21.05.2026
10	Downloading End Date	11.06.2026 up to 16:00 Hrs.
11	Start Date for Clarifications	Not Applicable
12	End Date for Seeking Clarifications	Not Applicable
13	Date of Pre-Bid Meeting	Not Applicable
14	Reply to Pre-Bid Queries	Not Applicable
15	Bid Submission End Date & Time	11.06.2026 at 16:00 Hrs.
16	Bid Opening	11.06.2026 at 16:30 Hrs.

Sr. No.	Description	Details
	Date & Time	
17	Bid Validity Period	90 days from the date of opening of e-Tender.
18	Location of Work	Deendayal Port Authority, Kandla.
19	Estimated Cost	₹24,26,580.00 excluding GST
20	Tender Fee	₹1,180.00 including GST @ 18%
21	Earnest Money Deposit (EMD)	₹48,532.00 (Rupees Forty-Eight Thousand Five Hundred Thirty-Two only)
22	EMD Validity	45 days beyond bid validity period
23	Mode of Payment (Tender Fee & EMD)	Tender Fee: In the form of a demand draft /banker's cheque/ pay order/ online payment gateway. EMD: In the form of Insurance Surety Bond / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee)
24	Bank Details	Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.
25	TENDER FEE / EMD Exemption	Applicable for MSEs /Startups (with valid documents)
26	Bid Securing Declaration (BSD)	Mandatory for the bidders who claim exemption for Tender Fee & EMD
27	Period of Completion	Four (04) Months from the date of issue of Work Order.
28	Eligibility – Work Experience	As per NIT Clause 1.4 (A): • 3 works (≥40%) OR • 2 works (≥50%) OR • 1 work (≥80%) of Estimated Cost
29	Eligibility – Financial Criteria	As per NIT Clause 1.4 (B): Average annual turnover ≥ 30% of estimated cost (last 3 years)

Sr. No.	Description	Details
30	Statutory Requirements	EPF, ESI, PAN, GST, ITR (last 3 years)
31	License Requirement	Valid ESB/ESA/EA license
32	Submission Mode	Online only (https://tender.nprocure.com)
33	Physical Submission	Tender Fee & EMD within 7 days of bid opening
34	Language of Contract	English
35	Currency of Contract	Indian Rupees (INR)
36	Evaluation Method	Two Cover System (Technical & Financial)
37	Rejection Criteria	Non-submission of EMD/ Tender Fee / Documents
38	Authority Rights	DPA reserves right to cancel any/all bids.

Notes:

- Bidders must upload all required documents digitally signed.
- No manual bids will be accepted.
- Original documents may be requested before award.
- Server time on n-procure portal will be final.

SECTION II
INSTRUCTION TO BIDDERS

2.1 TYPES OF CONTRACTS:

2.1.1 Explanation of a Lump Sum (Fixed Price) Contract:

The Tenderer shall quote a single lump sum price for completing the entire Work in accordance with the drawings, specifications, functional requirements, and conditions of the Contract. The quoted price shall be deemed to include all costs necessary for the execution and completion of the Works, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST.

The lump sum price shall remain firm and fixed during the execution of the Contract and shall not be subject to adjustment except in respect of approved additions, alterations, or omissions to the scope of work in accordance with the provisions of the Contract.

Payments under the lump sum contract shall be made in accordance with the payment milestones or schedule specified in the Contract, commensurate with the progress of work. Detailed measurement of the original scope of work shall generally not be required, except in respect of variations.

This type of contract is applicable for works where the scope, design, specifications, and timelines are clearly defined and the possibility of variation in quantities or unforeseen site conditions is minimal.

2.1.2 Explanation of an Item Rate (Unit Rate) Contract:

Under an Item Rate (Unit Rate) Contract, the Tenderer shall quote rates for each item of work listed in the Bill of Quantities (BOQ) included in the Bid Documents. The rates quoted by the Tenderer shall include all costs required for the execution of the respective items of work, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST.

Payment shall be made based on the actual measured quantities of work executed, at the rates quoted in the BOQ and accepted in the Contract.

This type of contract is commonly used for works where BOQ is well defined with defined scope and specifications.

2.1.3 Percentage Rate Contract:

Under a Percentage Rate Contract, the Procuring Entity provides a Schedule of Quantities based on the applicable Schedule of Rates (SOR). Tenderers are required to quote a single percentage above, below, or at par with the estimated cost based on the SOR.

The quoted percentage shall apply uniformly to all items of work listed in the Schedule of Quantities, and the rates for each item shall be derived by applying the quoted percentage to the corresponding SOR rates.

Payment to the Contractor shall be made based on the actual measured quantities of work executed, at the derived rates after applying the quoted percentage to the applicable SOR.

This type of contract is generally used for works where standard Schedule of Rates is available and the nature of items of work is well established.

NB: Please refer to *Special Condition of Contract (SCC)* for applicability of Type of Contract of subject tender.

2.2 MODES OF PROCUREMENT:

2.2.1 This tender document is applicable for Domestic Open Tender Enquiry following Pre-qualification Modes.

2.2.1.1 In domestic tenders, bid can be submitted only in INR, and any bid in foreign currency should be summarily rejected. Foreign bidders can also participate if they submit a bid in INR. However, purchase preference for local content as per the PPP-MII shall apply.

2.2.1.2 In case of domestic open tender for projects (including turnkey projects), allowing consortium bidding, a foreign bidder can be a consortium member, subject to the condition that the consortium as a whole meets the minimum local content criteria, as per the **Make in India Order, 2017**. The leader of the consortium can be a foreign party, and the bids are to be solicited in Indian Rupee only i.e., no payment can be made in foreign currency to the foreign consortium member.

2.3 PRE-QUALIFICATION MODES OF PROCUREMENT:

2.3.1 Procurement shall be conducted through a Single Stage Two-Part (Two-Bid) System through the e-procurement portal. Under this system, bidders shall submit their bids electronically in two separate parts, namely: Technical Bid and Financial Bid.

2.3.1.1 The Technical Bid shall contain the documents necessary to establish the bidder's eligibility and compliance with the Pre-Qualification Criteria (PQC) specified in the tender document. These documents include:

(A) Similar Work experience:

i. The Tenderer should have successfully completed or substantially completed similar works during last seven years ending last day of month previous to the one in which applications / tenders are invited should be either of the following: -

1. Three similar completed works costing not less than the amount equal to 40 (forty) percent of the estimated cost; or
2. Two similar completed works costing not less than the amount equal to 50 (fifty) percent of the estimated cost; or
3. One similar completed work costing not less than the amount equal to 80 (eighty) percent of the estimated cost; and

- (a) “Substantially completed works “means an ongoing work in which payment equal to or more than 90% of the present contract value has been made to the contractor in that ongoing contract, and the work or a major part of it is in a usable condition for its intended purpose. No proceedings for termination on account of the contractor’s default should be pending in such cases. The Engineer or its representative(s) or the Employer shall issue a certificate of substantial completion containing two parts. Part-I shall contain both the financial value of the work executed and certified for payment as a percentage of total current contract value, and Part-II shall contain ‘certificate of functional completion of the work or a major part of it’. To remain valid for pre- qualification or tender evaluation, such certificates should have been issued within sixty days prior to the date of invitation of the tender.
- (b) For contracts under which the Tenderer participated as a joint venture member or sub-contractor, only the Tenderer’s share, by value, shall be considered to meet this requirement. For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

(B) Financial Capabilities:

- i. The Tenderer should have:
 - 1. Financial soundness as established by audited balance sheets and/ or financial statements. Average Annual Financial Turnover of the bidders during the last three years ending 31st March of the previous financial year should be at least 30% of the estimated cost.

(C) Pre-qualification of JV:

- i. JV members are “jointly and severally responsible and liable” in a contract. For pre- qualification, the JV should fulfil the criteria specified in the pre-qualification document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below:
 - 1. Qualifying factors to be met collectively:
 - i) Similar Work Experience criteria;
 - 2. Qualifying factors for lead partner:
 - i) Similar Work Experience criteria;
 - ii) Financial Capabilities.

3. Qualifying factors for other partner: Same as for lead partner except that for the factors specified in (2) (ii) above, a lower limit of 25 (twenty-five) per cent may be accepted instead of 50 (fifty) per cent.

(D) Disqualification:

Even if a Tenderer meets the eligibility criteria and Pre Qualification Criteria, he shall be subject to disqualification if he or any of the constituent partners is found to have:

- i) made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;
- ii) Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, consistent history of litigation resulting in awards against the contractor or any of the constituents, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out.

(E) Evaluation:

At least in high-value and critical procurements, the credentials regarding experience and past performance submitted by the successful bidder may be verified as per pre-qualification criteria (PQC), as far as reasonably feasible, from the parties for whom work has been claimed to be done. Procuring Entity reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises (MSME or otherwise) recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications.

2.4 LEGAL ASPECTS GOVERNING PUBLIC PROCUREMENT OF WORKS

A public procurement contract, besides being a commercial transaction, is also a legal transaction. There are several laws that may affect various commercial aspects of public procurement contracts. A public procurement professional is expected to be generally aware of the implications of following basic laws affecting procurement of works; however, he or she is not expected to be a legal expert. In different contexts of the scope of work, an additional set of laws may be relevant.

1. The Constitution of India.
2. Indian Contracts Act, 1872.
3. Arbitration and Conciliation Act, 1996 as amended with The Arbitration and Conciliation (Amendment) Act, 2015, 2019 and 2021.
4. Competition Act, 2002 as amended with Competition (Amendment) Act, 2007

and 2023.

5. The Information Technology Act, 2000 (IT Act, regarding e-procurement and e-auction, popularly called the Cyber Law) as amended with Information Technology (Amendment) Acts 2008 and 2015 and as modified by Jan Vishwas (Amendment of Provisions) Act, 2023.
6. Right to Information (RTI) Act 2005.
7. Central Vigilance Commission Act, 2003.
8. Delhi Special Police Establishment Act, 1946 (DSPE – basis of the Central Bureau of Investigation).
9. Prevention of Corruption Act, 1988 as amended with Prevention of Corruption (Amendment) Act, 2018.
10. Bharatiya Nagarik Suraksha Sanhita, 2023 (BNSS) (replaces Code of Criminal Procedure, 1973, Section dealing with sanction for prosecution §218).
11. Insolvency and Bankruptcy Code, 2016 as amended with Insolvency and Bankruptcy Code (Amendment) Acts 2018, 2019, 2020 and 2021 (Governs insolvency and liquidation of business enterprises) and Other allied laws applicable to business entities participating in works contracts
12. Various labour laws applicable at the works' site.
13. Various building and safety acts, codes, standards applicable in the context of the scope of work; and
14. Various environmental and mining laws, codes, standards applicable in the context of the scope of work.

NB:- For salient features of key laws applicable to public procurement, please refer to Appendix 2 provided in Manual for Procurement of Goods, 2024

2.5 THE LAW OF AGENCY

The Contractor shall act as an **independent contractor** and not as an agent of the Procuring Entity. Nothing in this contract shall be construed to create an agency, partnership, or joint venture relationship.

2.6 e-TENDER NOTICE:

- 2.6.1** e-Tender (Online) is invited in the “**SINGLE stage TWO Bid**” system on behalf of **DEENDAYAL PORT AUTHORITY (DPA)** from interested, reputed and experienced eligible bidders for the work as mentioned in the **Notice Inviting Tender (NIT) Section-I**. The bidder must fulfill the eligibility criteria and other requirements stipulated in the bid document. The tender document along with NIT is the fundamental document in the public procurement process as after award of the contract it becomes part of the contract agreement.

- 2.6.2** Bid document having all details are available at the URL of the e-Tender web portal <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in>

or at CPP Portal <https://eprocure.gov.in> for downloading during the period specified in the NIT (Section-I). The completed bid documents are required to be submitted only through online (e-mode) offered on the e-Tender web portal <https://tender.nprocure.com> Bids in any other manner will be rejected, and no correspondence on such matter will be entertained. No bids shall be accepted off-line.

2.7 PARTICIPATING IN THE TENDER IN THE E-PROCUREMENT PORTAL:

- 2.7.1** The intending Bidders are required to register on the e-Tender portal i.e. N Procure portal <https://tender.nprocure.com> (If not already registered) by clicking “Online Bidder Enrollment” option in order to obtain user-id and password and then to activate their respective user-id by using Digital Signature Certificate (Class-III). The bidders will have to accept, unconditionally, the online user portal agreement which contains all the terms and conditions of NIT including commercial and general terms and conditions and other conditions, if any, along with an online undertaking in support of the authenticity of the declarations regarding facts, figures, information and documents furnished by the bidder online; The bidder shall visit the homepage of the e-tender portal for getting information to be followed for bidding in the e- tender portal.
- 2.7.2** Any prospective bidder can view or download the bid documents from the e-Tender web portal <https://tender.nprocure.com> during the period as indicated in NIT / home page of portal.
- 2.7.3** In the case of any failure, malfunction, or breakdown of the electronic system used during the e- Procurement process, the Tender Inviting Authority shall not accept any responsibility for such failures or breakdowns other than in those systems strictly within their own control.

2.8 AMENDMENT TO BID DOCUMENTS:

- 2.8.1** At any time prior to the date of submission of bids, DPA may, Suo-moto or in response to a clarification sought by a prospective bidder (directly or in pre-bid conference), amend tender documents by issuing a corrigendum. Copies of such amendment / modification should be uploaded on the on the web portal <https://tender.nprocure.com>, CPP Portal and DPA’s own website. When the amendment/modification changes the requirement significantly and /or when there is not much time left for the bidders to respond to such amendments, and prepare a revised tender, DPA may, at its discretion, extend the deadline for the submission of bids suitably (not less than 3 days) as per **Clause 2.13**.
- 2.8.2** Any Corrigendum and/or Addendum thus issued shall be part of bidding documents and shall be notified only on <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in> or at CPP Portal <https://eprocure.gov.in>. Bidders intending to participate in the tender shall be solely responsible for checking the portal for any amendment issued in the shape of Corrigendum and/or Addendum.
- 2.8.3** When the proposed amendment/ modification, substantially changes the procurement requirements, originally envisaged, significantly and/ or when insufficient time remains for the tenderers to respond to such amendments, the time and date of submission of

tenders should also be extended suitably. Normally, the extended time duration shall be 21 days or consistent with original bid submission duration depending on the circumstances, such an amendment may also need fresh publication of revised tender document following the same procedure as the original tender publication. This is crucial as the amendment may enable new bidder to meet the qualifying criteria and to ensure a level playing field.

2.8.4 Pre-Bid clarifications will be uploaded in <https://tender.nprocure.com> or <https://www.deendayalport.gov.in> or <https://eprocure.gov.in> website without disclosing source of enquiry.

2.9 EXTENSION OF DEADLINE OF BID SUBMISSION:

2.9.1 To give sufficient time to bidders to prepare and submit their bids, the Procuring entity may suo-moto or based on justifiable request of bidder(s) or due to significant modification of tender documents (**as per Clause 2.8 above**) extend the time and date of submission of tenders suitably (not less than three (3) days), along with suitable changes in the corresponding time-frames for receipt of tender, bid validity period etc and validity period of the corresponding EMD/bid security. Depending on the situation, such an amendment may also need fresh publication adopting the same procedure as for publication of the original tender enquiry.

2.10 COST OF TENDER DOCUMENTS AND SUBMITTING BIDS

2.10.1 Availability and Cost of Tender Documents

2.10.1.1 Tender documents are available for download after the date and time of the start of availability till the deadline for availability as mentioned in **NIT Section I**.

2.10.1.2 The cost of the tender document (tender fee) for the amount as stipulated in NIT Section I is to be submitted to DPA by the prospective bidder, as part of its bid, in the form of a demand draft /banker's cheque/ pay order/ online payment gateway if any. Firms that are eligible for exemption from the tender document cost, have to submit / upload scanned copies of documents in support of this exemption.

On-line transfer details:

Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.

2.10.1.3 Participation of Bidders – Eligibility Criteria:

- a) All eligible bidders meeting the pre-qualification criteria as defined in NIT (Section-I) can participate in the tender.
- b) **Legal status of the bidder:** Individual bidder - a natural person or a private entity or a public entity (State-owned enterprise or institution), or a Joint Venture/ Consortium (an association of several persons, firms, or companies - hereinafter referred to as JV/C).
- c) JV/C is permitted to participate in the procurement of Works with estimated value exceeding ₹ 10 (ten) crores, and in specific situations where the credentials

required are not likely to be available with an individual bidder. Maximum number of partners in JV shall be limited to three. In case of JV, all the partners shall be jointly and severally liable for the successful completion of the work. **[Please refer to Special Condition of Contract (SCC) for applicability of Joint Venture (JV) / Consortium (C) and pre-qualification criteria applicable for JV / C for the subject tender.]**

- d) The bidder should have (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GSTIN Certificate.
- e) Submission of requisite Bid Security (or Bid Security Declaration, if allowed) or proof of exemption therefrom.
- f) The bidder shall be free from financial insolvency, Debarment, or Convictions.
- g) Bidders who have been non-performing / debarred / blacklisted by any Purchaser / Employer / Client at the time of bidding shall not be allowed to participate in this tender.
- h) A consistent history of litigation or arbitration by the bidder may result in disqualification.
- i) Restriction on participation as per Government Policies:
 - i. For Class-II Local Suppliers and Non-Local bidders as per the Make-in-India policy.
 - ii. Any bidder from a country sharing a land border with India (but not in development partnership with India), or any bidder (including Indian) having a Specified Transfer of Technology (ToT) arrangement with such a country, shall be eligible subject to certain conditions as per GoI regulations.
- j) **Conflict of Interest among Bidders/ Agents:** Bidders having a conflict of interest shall not be eligible to participate in the tender process unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the tender process and execution of the Contract.
- k) The bidder shall be considered to have a conflict of interest in the tender process and execution of the resultant contract in the following situations:
 - a) If its personnel have a close personal, financial, or business relationship with any personnel of the procuring entity who are directly or indirectly related to the procurement or execution process of the contract, which can affect the decision of the procuring entity directly or indirectly.
 - b) The bidder (or his allied firm) provided services for the need assessment/ procurement planning of the Tender process in which it is participating.
 - c) Participation in any capacity by a Bidder (including the participation of a Bidder as a partner/ JV/ consortium member or sub-contractor in another

bid or vice-versa) in more than one bid shall result in the disqualification of the bid in which he is a main/ principal/ lead bidder. However, this does not limit the participation of an entity as a sub-contractor in more than one bid if he is not bidding independently in his own name or as a member of a consortium/ JV. All eligible bidders meeting the eligibility criteria as defined in ITB can participate in the tender.

2.11 PRE-BID CONFERENCE or PRE-BID MEETING:

- 2.11.1** A pre-bid meeting will be conducted on the date & time as specified in NIT (Section – I) through hybrid mode for clarifying issues and clearing doubts, if any, about the specifications and other allied technical/ commercial details. Interested bidders can participate in the pre-bid meeting physically or through the VC link uploaded in the e-Tender portal and Port website.
- 2.11.2** Participation is not mandatory. However, if a bidder chooses not to (or fails to) participate in the Pre-bid conference or does not submit a written query, it shall be assumed that they have no issues regarding the techno/ commercial conditions.
- 2.11.3** Delegates participating in the Pre-bid conference must provide a photo identity and an authorization letter as per the specified format from their Company/ principals; otherwise, they shall not be allowed to participate.
- 2.11.4** After the Pre-bid conference, Minutes of the Pre-bid conference shall be published on the web portal <https://tender.nprocure.com> or at the Port website <https://www.deendayalport.gov.in> or at CPP Portal <https://eprocure.gov.in> within seven days of the conference. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments of various provisions of the Tender Document, which shall form part of the Tender Document. To give reasonable time to the prospective bidders to take such clarifications into account in preparing their bids, DPA may suitably extend, as necessary, the deadline for the bid submission.

2.12 SITE VISIT:

- 2.12.1** The Bidder, at its own cost, responsibility and risk, may 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. Similarly, the Bidder, at its own cost, responsibility and risk, may attend pre-bid / post bid conference(s), preparation, and submission of his Bid, opening of price bid and DPA will in no case be responsible or liable for those costs regardless of the conduct or outcome of the bidding process.
- 2.12.2** In general, they themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra charges arising out of any misunderstanding or otherwise shall be allowed. Bidders shall submit a realistic offer for the execution of the work at their own cost without any liability on DPA.

2.12.3 It is implied that on submission of the bid/tender, the Bidder is deemed to have read the Tender document, clearly understood & satisfied himself regarding terms & conditions, scope of work and technical specifications of the work & services to be executed, local conditions and other factors likely to be encountered & having a bearing on the execution of work thereof. The price quoted in the **Cover B – Price bid** is adequate and all- inclusive with respect to all factors, circumstances, and conditions likely to be incidental, both direct and indirect, to the work and services mentioned in the subject tender.

2.12.4 Tenderers shall carefully examine the drawings, specifications, BOQ/Schedule of Quantities, and site conditions before submitting their bids, as submission of a bid shall be deemed to indicate that the Tenderer has satisfied themselves regarding the scope and conditions of the Works.

2.13 CLARIFICATION OF TENDER DOCUMENTS:

2.13.1 A prospective bidder requiring clarification on the tender documents may ask questions in writing/ electronically from the Office/ Contact Person as mentioned in the tender document, provided the questions are raised before the clarification end date mentioned in NIT Section-I. This deadline shall not be extended in case of any intervening holidays. A response will be sent in writing/ digitally to the clarifications sought at least 5 days prior to the date of opening of the tenders. Only material queries and their responses shall be uploaded on the website without revealing the identity of the bidder making the query. When the response to clarification changes the requirement significantly and /or when there is not much time left for the bidders to respond to such responses, the time and date of submission of tenders may also be suitably extended (not less than 3 days) as per **Clause 2.8** above.

2.13.2 Any queries received after the due date shall not be considered and no reply to such queries will be given. Replying to queries shall be given by DPA only if the queries requested are considered appropriate by DPA. Verbal clarifications and information given by the DPA or his employee(s) or his representative(s) shall not in any way be binding on the DPA.

2.14 BIDDER'S RESPONSIBILITY:

2.14.1 Contacting Deendayal Port Authority (DPA):

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

2.14.2 Undertaking by the Bidders:

- i) Bidder undertakes, if his tender is accepted, has to enter into and execute when called upon to do so, a Contract Agreement as provided in Annexure B with such modifications as agreed upon. Until the formal Contract Agreement is prepared and executed, this tender/bid document together with the written acceptance shall form a binding agreement between the DPA and the Contractor.
- ii) The Bidder undertakes, if his tender is accepted, has to give the required performance security **as per Clause No. 2.27.1 of ITB.**
- iii) The Bidder shall submit a declaration as provided in the **Form VI** of the bid document that the Bidder has not been blacklisted or debarred by any of the Central / State Government / Autonomous bodies / PSEs / PSUs and any other organizations in India prior to and as on the bid submission date mentioned in the NIT and the same shall be uploaded along with the bid document in the e-tender portal.
- iv) The bidders shall submit a declaration as provided in **Form VI** of the bid document that they 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 Prevention of Corruption Act (PC Act) in connection with the bid.

PREPARATION OF BID

2.15 LANGUAGE OF BID:

All Documents related to the bid shall be in the English language.

2.16 BID PRICES:

2.16.1 The Bidder shall quote, on the prescribed Price Schedule, the landed prices of all the goods, works and services at DPA.

2.16.2 The quoted price shall be deemed to include all costs necessary for the execution and completion of the Works, including labour, materials, equipment, overheads, taxes, duties, and all incidental expenses excluding GST. The rates and prices quoted by the bidder shall be firm during tenure of contract unless otherwise mentioned in the Tender Document. Applicable GST on the taxable value of supply of Goods, Works or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

2.16.3 Also, by submitting a bid for the work, bidders shall be deemed to have satisfied himself by actual inspection of the site and locality of the work, that rates quoted by him in the Bid will be adequate to complete such work according to the specification and conditions attached here to and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labour and material rates which shall include the cost of the material with taxes, duties and incidental and

all other charges necessary for the completion of the work, to the entire satisfaction of DPA.

2.17 BID VALIDITY:

2.17.1 A bid shall remain valid for the period of 90 days from the date of opening of e-tender. A bid valid for a shorter period shall be rejected as nonresponsive. In case the day up to which the bids are to remain valid falls on or is subsequently declared a holiday/ closed day for the DPA, the bid validity shall automatically be deemed to be extended upto the next working day.

2.17.2 During this period, the bidder shall not be permitted to withdraw or vary their offers, once made and if they do so, EMD paid by the bidder will be forfeited.

2.18 EXTENSION OF TENDER VALIDITY PERIOD:

2.18.1 The entire process of scrutiny and evaluation of tenders, preparation of ranking statement and notification of award will be done expeditiously and within the original tender validity period.

2.18.2 If, however, due to some exceptional and unforeseen reasons, DPA is unable to decide on the placement of the contract within the original validity period, it may preferably request, before expiry of the original validity period, all the responsive tenderers to extend their tenders up to a specified period. While asking for such extension, the tenderers are also to be asked to extend their offers as it is, without any changes therein. They may also be requested to extend the validity of the EMD for the corresponding additional period (which is to be specified in the request). A tenderer may not agree to such a request, and this will not lead to forfeiture of its EMD. But the tenderers, who agree to extend the validity, are to do so without changing any terms, conditions, and so on, of their original tenders.

2.18.3 In case such refusal by tenderer(s) to extend validity (hereinafter called not-extended bids) or withdrawal of offer within validity as per **Clause 2.17 above** (hereinafter referred as withdrawn bids) if happens:

- a) before completion of the Techno-commercial evaluation, then the Techno-commercial evaluation (including the not-extended and withdrawn bids) shall be completed. If a not-extended or withdrawn bid qualifies in techno-commercial evaluation, financial bid(s) of such bidders shall also be opened, and action shall be taken as per sub-para below.
- b) After Techno-commercial evaluation but before completion of financial bid evaluation, financial bid evaluation (including not-extended and withdrawn bids) shall be completed.
- c) If a withdrawn bid happens to be L-1 bidder (lowest acceptable bidder, who is techno-commercially qualified and would have been awarded a contract, but for his refusal to extend validity), the tender must be re-tendered.

2.19 BID CURRENCIES:

The prices shall be quoted in the currency of Indian Rupees only. The price quoted in the currency of Indian rupees in the 'Price Schedule' shall be firm and shall not be varied on account of exchange rate fluctuation during the bid validity / contract period.

2.20 BID SECURITY/ EARNEST MONEY DEPOSIT (EMD):

2.20.1 The Bidder shall furnish, as part of its bid, bid security (EMD) for the amount stipulated in the NIT.

2.20.2 Any bid not accompanied by prescribed bid security shall be rejected by the DPA as being non- responsive.

2.20.3 All bidders shall pay the EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) issued/ confirmed by any of the Scheduled Banks (as defined in section 2(e) of the RBI Act 1934) or payment online in an acceptable form. In case the bid security is more than a threshold (Rupees five lakh), it may be in the form of a bank guarantee issued/ confirmed from any of the scheduled banks in India in an acceptable form. The bid security shall remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. EMD in any other form shall not be accepted.

2.20.4 TENDER FEE / EMD Exemption

(a) Who is Eligible for EMD Exemption?

- **Micro and Small Enterprises (MSEs):** Registered with the District Industries Centre (DIC), Khadi and Village Industries Commission (KVIC), Khadi and Village Industries Board (KVIB), Coir Board, National Small Industries Corporation (NSIC), or any other body specified by the Ministry of MSME.
- **Udyam Registered Businesses:** Valid Udyam Registration Certificate holders.
- **Startups:** Recognized by the Department for Promotion of Industry and Internal Trade (DPIIT).
- **Conditions:** The exemption applies to manufacturers of goods and service providers. **Traders, agents, or resellers are not eligible** for this exemption.

(b) How to Claim the Exemption

- **Submit Valid Documents:** The bidder shall submit a notarized or valid copy of MSME / Udyam/NSIC registration certificate with the bid.
- **Product/Service Alignment:** The goods or services the bidder is bidding for must be covered under the registration certificate.

- **Declaration:** Clearly mention and claim the exemption in the bid submission to avoid rejection.

2.20.5 The MSEs are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.

2.20.6 Bid Securing Declaration (BSD)

Key details regarding the applicability of BSD include:

- a) **Applicability to Exempted Bidders:** The BSD requirement is mandatory for MSEs, Start-ups, and other entities that are exempted from paying EMD.
- b) **Consequences of Breach:** If a bidder withdraws/modifies their bid during the validity period, fails to sign the contract, or fails to submit the Performance Security, before the deadline defined in the tender documents, it shall be considered as a violation of Code on Integrity and they shall be debarred for the time period specified in the BSD from being eligible to submit Bids/ Proposals for contracts with DPA.
- c) **Format Requirement:** The declaration must be in the standard format provided in the tender document; otherwise, the bid may be rejected.

2.20.7 A bidder's bid security shall be forfeited if the bidder withdraws or amends its bid or impairs or derogates from the tender in any respect within the period of validity of the tender or if the successful bidder fails to furnish the required performance security or to sign the contract within the specified period. Also, if the Bidder submits fraudulent documents in support of its eligibility / qualification and bidder is found indulged in corrupt, fraudulent, coercive, undesirable and restrictive practices during the bidding process, and bidder's bid security shall be forfeited.

2.20.8 Bid securities of the unsuccessful bidders should be returned to them as soon as possible after the expiry of the final bid validity period and, at the latest, by the 30th day after the award of the contract. Bid security should be refunded to the successful bidder upon receipt of performance security. Bid security of the successful bidder may be adjusted against Performance Security Deposit if requested by the successful bidder.

2.20.9 This valid certificates in case of EMD exemption shall be uploaded in the Bid, failing which the Technical Bid shall not be evaluated. Similarly, bidders are required to upload scanned copies in the Bid in case payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque /

Bank Guarantee (including e-Bank Guarantee), failing which the Technical Bid shall not be evaluated. The details of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) shall be received only after the bid opening date. If the originals are not received within 7 days of the bid opening date the bid may not be considered.

2.20.10 No interest shall accrue or is payable on the EMD from the date of its remittance till it is returned to the bidders.

2.21 DOCUMENTS COMPRISING THE BID:

2.21.1 The bidder is required to download all the documents for the preparation of his bid. The bidders are strongly advised to examine all the instructions, forms, terms & conditions, and specifications in the Tender documents. Failure to furnish all the information as required for the Bid Document or submission of a Bid not techno-commercially responsive, will be at the Bidder's risk and shall result in the rejection of its Bid.

2.21.2 The bidder shall carefully prepare the list of required documents that are asked for submission along with the bid. The bid shall be a Technical Bid and Financial Bid. The bid shall be prepared as under and uploaded the same online through e-Procurement Portal (N-Procure Portal) in two cover system and digitally signed by the authorized representative of the bidder as follows:

COVER – A

Techno-Commercial Bid:

- (i) Duly filled in **Form I** – “Bid Cover Letter”
- (ii) Scanned copy of system generated proof towards successful payment of EMD in case of payment through online payment gateway mode **OR** scanned copy of proof towards successful payment of EMD in the form of Insurance Surety Bonds / Account Payee / Demand Draft / Fixed Deposit Receipt / Banker's Cheque / Bank Guarantee (including e-Bank Guarantee) **OR** valid Certificates by bidders for claiming exemption. In case the bid security is more than a threshold (Rupees five lakh), it may be in the form of a bank guarantee issued/ confirmed from any of the scheduled banks in India in an acceptable form.
- (iii) Pre-qualification criteria information on **Similar Work Experience** as detailed under **SI. No. 4. (A) of Notice Inviting Tender (Section-I)**:

Scanned copies of work order(s) along with BOQ & respective satisfactory completion cum performance certificate in support of meeting Similar Work Experience along with duly filled in **Form-III**. In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies, the bidder has to submit scanned copies of TDS certificate along with duly filled in **Form-III (A)**.
- (iv) Pre-qualification criteria information on **Financial Capability** as detailed under **SI. No. 4 (B) of Notice Inviting Tender (Section-I)**:

Scanned copy of Profit & Loss statements for the last 3 (three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant in support of meeting Financial Capability along with duly filled in **Form-II**.

- (v) Scanned copies of (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate
- (vi) Duly filled in Form-IV – “Declaration of Authorized Representative”
- (vii) Duly filled in Form-V – “Schedule of No deviation”
- (viii) Duly filled in Form-VI – “Declaration by the Bidder”
- (ix) Duly filled in Form-VII – “Bank Mandate Form”
- (x) Duly filled in Form-VIII – “Tender Acceptance Letter”
- (xi) Duly filled in Form-IX – “Local Content declaration & Self Certification” [wherever applicable if specifically asked for in bid document]
- (xii) Duly filled in and signed Form-X – “Integrity pact” [wherever applicable as per as per Clause No. 2.30 of ITB]
- (xiii) Duly filled in and signed Form-XI – “Bid Securing Declaration” [wherever applicable as per as per Clause No. 2.20.6 of ITB]
- (xiv) Details of Technical Manpower to be deployed for execution of work [wherever applicable if specifically asked for in bid document]
- (xv) Scanned copy of valid license “ESB” / “ESA” / “EA” grade issued by the Licensing Board [wherever applicable if specifically asked for in bid document]
- (xvi) The bidder shall submit the technical details and brochures of the proposed machines /equipment to be deployed along with technical bids with necessary certifications as per the technical requirement.
- (xvii) Any other documents which need to be uploaded, as a support to bidder’s qualification/ responsiveness to the bid in compliance with Tender Document.
- (xviii) In Case of JV / Consortium the following forms should be filled in and submitted along with bid document

FORM-XII	Declaration of Power of Attorney
FORM-XIII	Declaration of Power of Attorney for Lead Member of JV / Consortium

- (xix) In order to file an error-free tender/bid, the bidders may make use of the Pre-qualification and eligible documents to be uploaded list provided in the Pre-qualification and Responsiveness Information in Annexure – A of the bid document to identify the documents to be scanned and uploaded in support of

their bid. **Scanned copy of duly filled in Annexure – A shall be uploaded by the Bidder**

(xx) The Technical Bid shall not contain any price information.

COVER – B

Financial Bid: shall comprise Price Schedule

(b) Price proposal by the bidder:

- a. In the e-Procurement Portal, an intelligent Price Schedule / Bill of Quantity in Microsoft Excel format shall be made available to the bidder.
- b. The bidder shall bid for the whole work as described in the Price Schedule.
- c. Bidders are to submit the Price Break-Up in the “Break-up of Cost Component” wherever requested forming part of price bid only
- d. The bidder shall be deemed to have satisfied himself/herself as to the correctness and sufficiency of the Tender and the rates and prices quoted in the Price Schedule, all of which shall cover all his/her obligations under the Contract and all matters & things necessary for the proper execution and completion of the work and the remedying of any defects therein.

2.21.3 Bidders shall submit offers that fully comply with the requirements of the Tender documents. Conditional offers or alternative offers will not be considered in the process of bid evaluation.

2.22 UPLOADING / SUBMISSION OF BIDS BY BIDDERS:

2.22.1 Bids must be uploaded by the submission deadline mentioned in the Tender Document.

2.22.2 Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.

2.22.3 Regarding the protected Price Schedule/ BOQ (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective item(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."

2.22.4 The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be used as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at

the server shall not be accepted as a reason for a complaint. The DPA shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.

- 2.22.5** All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.
- 2.22.6** Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him. The DPA reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 2.22.7** If so, specified in the tender document, originals (or self-attested copies of originals – as specified therein) of specified scanned, uploaded documents must be physically submitted before the deadline specified for it (before the bid submission deadline, if not so specified) sealed in double cover, and acknowledgement be obtained before the bid submission deadline at mentioned venue. Failure to do so is likely to result in the bid being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 2.22.8** No manual Bids shall be made available or accepted for submission in e-Procurement (except for originals of scanned copies as per sub-para above).

2.23 WITHDRAW/ AMENDMENTS / MODIFICATIONS TO BIDS BY BIDDERS:

The bidder, after submitting its bid is permitted to substitute/ alter/modify it, superseding earlier bid, so long such revised bid is uploaded/ received duly sealed and marked like original bid, up to the deadline of submission of bids. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted as the valid bid. The bidder may withdraw his bid before the bid submission deadline, and it shall be marked as withdrawn and shall not get opened during the Bid opening. Any such action after that deadline is not permitted. Withdrawal/ amendment/ modification/ alteration/ impairment/ derogation of a bid, in any respect, by its bidders between the deadline for submission of bids and expiration of the period of bid validity, his bid security/ EMD shall be forfeited besides imposition of any other punitive remedy available to DPA.

OPENING AND EVALUATION & AWARD OF WORK:

2.24 BID OPENING:

- 2.24.1** Immediately after the deadline for bid submission, DPA shall proceed to the bid opening. If the specified date of Bid Opening falls on is subsequently declared a holiday or closed day for the DPA, the Bids shall be opened at the appointed time on the next working day.

2.24.2 Transparency and Protecting Third-Party Rights of Bidders

DPA and e-Procurement portal reserves right to provide access to bidders' technical/ financial bids to other participating bidders, in addition to comparative summary of Technical and financial bids of all participating bidders.

2.24.3 The Cover A – Technical bids uploaded by the Bidders as required for bidding purpose will be opened through online on the scheduled date and time in the presence of such bidders and/or their authorized representatives, who wish to be present at the time of opening, at their own cost.

2.24.4 The Price bid of the shortlisted bidders i.e., technically qualified bidders will alone be opened by DPA on a date and time to be notified later.

2.25 EVALUATION OF BIDS:

2.25.1 In single stage two envelopes, initially only the techno-commercial (Technical) bids would be opened and evaluated for bids which successfully meet the eligibility/ qualification criteria and techno-commercial aspects. Financial bids of such successful bidders only would be opened. DPA shall evaluate financial bids with a view to select the lowest (L1) bidder who meets the eligibility/ qualification criteria and techno-commercial aspects.

2.25.2 The Stages of Evaluation: The evaluation of the bids shall be carried out in two stages: at the first stage evaluation of responsiveness and technical bids is taken up. The financial bid of only such bidders will be opened which bids and found pre-qualified and technically responsive. The evaluation shall be carried out in full conformity with the provisions of the tender document.

2.25.3 Clarification of Bids/ Shortfall Documents

(a) During evaluation and comparison of bids, the DPA may, at its discretion, ask the bidder for clarifications to remove minor ambiguities or to confirm the authenticity of documents already submitted. The request for clarification shall be given in writing by registered/ speed post/ courier/ email, asking the bidder to respond by a specified date, mentioning therein that, if the tenderer does not comply or respond by the date, his tender will be liable to be rejected. Depending on the outcome, such tenders are to be ignored or considered further. No change in prices or substance of the bid including specifications, which may grant any undue advantage to such bidder, shall be sought, offered, or permitted. No post-bid clarification at the initiative of the bidder shall be entertained.

(b) The DPA reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. Provision may be made by e- Procurement portals for requesting Short-fall documents from the bidders. The system may further allow shortfall documents to be taken from any bidders only once after the technical bid opening. (Example: if the Permanent

Account Number, registration with GST has been asked to be submitted and the tenderer has not provided them, these documents may be asked for with a target date as above). As far as the submission of documents is concerned regarding qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a contract without its completion/ performance certificate, the evaluation team may request the bidder to furnish such certificate. However, only documents that were already in existence prior to the bid submission deadline shall be considered for this purpose. And no new certificate or contract should be asked for so as to qualify the bidder.

- (c) Certificates or supporting documents created, signed, or issued after the date of bid opening shall not be accepted, even if they purport to certify historical facts. This restriction is necessary to prevent post-facto manipulation of records and to ensure a fair, transparent, and auditable evaluation process. Bidders are, therefore, advised to ensure that all required certificates and supporting documents are collected in advance and enclosed with their bids.

2.25.4 Evaluation of Eligibility:

DPA shall determine, to its satisfaction, whether the Bidders are eligible as per the eligibility criteria in the Tender Document to participate in the Tender Process. Tenders that do not meet the required eligibility criteria prescribed shall be rejected as unresponsive.

2.25.5 Evaluation of Eligible Techno-commercial Bids

2.25.5.1 Evaluation of qualification Criteria:

In evaluation of the techno-commercial bid, conformity of the pre-qualification, technical and commercial conditions to those in the bid document is ascertained. Additional factors, if any, incorporated in the tender documents may also be considered in the manner indicated therein. This determination will, inter-alia, consider the bidder's financial, technical capability to satisfy all DPA's requirements as incorporated in the tender document. Such determination of qualification criteria shall be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its bid, as well as such other allied information as deemed appropriate by the DPA. The determination shall not consider the qualifications of other firms such as the Bidder's subsidiaries, parent entities, allied firms, subcontractors (other than specialized subcontractors if permitted in the bidding document), or any other firm(s) different from the Bidder.

2.25.5.2 Evaluation of Technical Suitability: The description, specifications, drawings and other technical terms and conditions are examined by DPA for acceptance as per terms and conditions of tender. The exceptions/ deviation form submitted by the bidder shall be examined as per guidelines in vogue.

2.25.5.3 Evaluation of Commercial Conditions: Bidder must comply with all the Commercial and other clauses of the Tender Document.

- 2.25.5.4 The documents uploaded by the bidder as specified in **Form- III** read with **Section - II, Clause 2.21.2 (iv)**, will be evaluated basing on the work orders, Performance Certificate / work completion certificate of similar nature of the work and value of the work fulfilling the Similar Work Experience Criteria.
- 2.25.5.5 The financial capability will be evaluated based on the information provided in **Form II** read with **Section- II, clause 2.21.2 (iii)**.
- 2.25.5.6 After scrutiny of the documents uploaded in the **Cover A – Techno-commercial Bid**, the eligible bidders are declared as pre-qualified and responsive bidder based on the details provided by them. The shortlisted bidders after the Techno-Commercial evaluation will be informed through emails and the same will also be published in the Port website/ e-procurement portal including informing the failed Bidders). The date/ time and place (or on the portal in case of e- procurement) are announced for the opening of Financial Bids in the presence of technically suitable bidders who are willing to attend the bid opening. Such a date shall be **two to five (5)** days after the announcement.
- 2.25.5.7 The failed bidders having any objections or observations shall inform the same to the designated Email id, within stipulated period from the date of publishing in the website. Objections if any, received after this date will not be entertained. Objections so received will be duly examined as per the Terms and Conditions of the tender and the decision will be posted on the website or intimated to the firm. The decision of the competent authority, in this regard, will be final and binding and no further objections will be entertained once the decision is finalized.

2.25.6 Evaluation of Financial Bids and Ranking of Tenders in General

- (a) The Financial Bid of the pre-qualified & responsive bidders will be publicly opened on the pre-published / notified date & time in the presence of bidders or their authorized representative who wish to be present. The participating bidders can also witness the opening of price bids online by logging on to the portal with his DSC from anywhere.
- (b) **Ranking of Bids:** Financial Bids of all Techno-commercially suitable bids are evaluated and ranked to determine the lowest priced bidder based on the total price quoted by the bidder in accordance with terms and conditions of tender. DPA is not bound to accept the lowest quoted offer. Conditional bids may be rejected by DPA. Conditions, if any, on any document enclosed with Price Bid shall not be considered for any purpose.

Least Cost Selection (LCS) is applicable for this tender.

The financial proposals will be ranked in terms of their total evaluated cost. The least cost proposal will be ranked as L-1 and the next higher and so on will be ranked as L-2, L-3 etc. The least cost proposal (L-1) will be considered for award of contract.

- (c) Evaluation of the bid does not exonerate the bidders from checking their original documents. DPA reserves the right to verify the authenticity of the documents/information submitted by the bidder.

As per Section-468 (Forgery for the purpose of Cheating) and Section-471 (using as genuine, a forged document) of IPC-1860, use of fraudulent/forged document for the purpose of participating in any tender is a punishable offense. Hence, in such cases, DPA shall have no other option than to take the following actions against the firm, which has restored to use of forged/fraudulent documents in any tender. It is also applicable if, at a later date, the bidder is found to have misled the evaluation through wrong information.

At the time of the bidding stage

- (i) Termination of any other ongoing contracts with forfeiture of the Security Deposits.
- (ii) Blacklisting / debarring / tender holiday of the firm under the Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

At the time of contract execution

- (i) Termination of the contract with forfeiture of the Security Deposits.
- (ii) Termination of any other on-going contracts with forfeiture of the Security Deposits.
- (iii) Blacklisting of firm under Prevention of Corruption Act, 1988 for a period of three years from the date of blacklisting.

2.26 AWARD OF CONTRACT:

2.26.1 LoA to Successful Bidder

1. Before a final award is announced, the technical and financial credentials of the selected bidders will be crosschecked to the extent feasible. DPA, the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.
2. Prior to the expiry of the period of bid validity, the successful bidder will be notified (briefly indicating therein relevant details such as quantity, specification, prices, and so on) in writing by a registered letter or any other acknowledgeable and foolproof method that his bid has been accepted. Legally communication of acceptance of offer in the form of prescribed Letter of Acceptance (or Notice of Award, or Acceptance of Tender) is considered complete as soon as it is submitted to Postal authorities as ***Para 2.9-1 of 'Appendix – 2: Legal Aspects of Public Procurement of Manual for Procurement of Goods, 2024***. Letter of Acceptance / Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

3. The successful bidder has to furnish Performance Security and non-judicial stamp paper for signing of Contract / Agreement within 14 days (National Bid) & 28 Days (Global Bid) from date of issuance of Letter of Acceptance/ Award.

2.26.2 Publication of Award of Contract and Return of EMD of Unsuccessful Bidders

1. **Publication of Award of Contract:** The details of award of contract and name of the successful bidder will be uploaded / mentioned on website of DPA / e-Procurement Portal.
2. **Bid Securities:** Upon the successful bidder furnishing the signed agreement and performance security, each unsuccessful bidder will be promptly notified, and their bid security be returned without interest within 30 (thirty) days of notice of award of contract. The successful contractor's bid security shall be adjusted against the Security Deposit or returned as per the terms of the tender documents.

2.26.3 Acknowledgement of Contract by Successful Bidder and Execution

1. After the successful bidder is notified that his bid has been accepted, he will be sent an agreement in duplicate for signature and return, incorporating all agreements between the parties.

2. Signing of Contract:

The successful bidder has to furnish the Performance Security Deposit (PSD), as per the Tender Conditions. The Contractor shall be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format for the due and proper fulfillment of the contract within 14 days (National Bid) & 28 days (Global Bid) from the date of Letter of Acceptance. **(as per Annexure- B)** The contractor should acknowledge and unconditionally accept, sign, date and return the agreement within 14 (fourteen) days from the date of issue of the contract in case of OTE and 28 (twenty-eight) days in case of GTE. While acknowledging the contract, the contractor may raise issues and/ or ask for modifications against some entries in the contract. Such aspects shall immediately be investigated for necessary action, and thereafter, the Successful Bidder's unconditional acceptance of the contract obtained. If both parties (Procuring Entity and the contractor) simultaneously sign the contract across the table, further acknowledgement from the contractor is not required. It should also be made known to the successful tenderer that in case he does not furnish the required performance security or does not accept the contract within the stipulated target dates, such non-compliance will constitute sufficient ground for forfeiture of its EMD and processing the case for further action against it.

2.27 FORMS OF SECURITY:

2.27.1 Performance Security Deposit Or Performance Guarantee:

- 2.27.1.1 To ensure due performance of the contract, The successful bidder (Contractor) shall furnish an amount of 5% of the Contract Price as Performance Security unless otherwise specified.

2.27.1.2 **Forms of Security:** Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, bank guarantee (including e-bank guarantee issued / confirmed from any of the scheduled banks in India, or online payment in an acceptable form.

On-line transfer details:

Punjab National Bank, Gandhidham, A/c No. 0190002100031883, IFSC Code: PUNB0019000, Type of Account: Current Account.

2.27.1.3 In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project. In case of GTE tenders, the performance security should be in the same currency as the contract and must conform to Uniform Rules for Demand Guarantees (URDG 758) – an international convention regulating international securities.

2.27.1.4 Performance Security is to be furnished within 14 (fourteen) days after notification of the award) and it should remain valid for a period of 60 (sixty) days (or any other period mentioned in the tender document) beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period (DLP)/ Warranty period.

2.27.1.5 The performance security will be forfeited and credited to the DPA's account in the event of a breach of contract by the contractor. It should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 60 (sixty, or any other period mentioned in the tender documents) days of completion of the Defect Liability Period (DLP)/ warranty period under the contract.

2.27.2 Security Deposit/ Retention Money:

2.27.2.1 In addition to Performance Security, Security Deposit/ Retention Money for an amount of 5% of the Contract value shall be withheld by deducting 5% from each running bill (periodic/ interim payment) until final acceptance. The earnest money instead of being released may form part of the security deposit. The contractor may, at his option, replace the retention amount with an unconditional BG/ Insurance Surety Bonds from a bank acceptable to the Procuring Entity at the following stages:

- a) After the amount reaches half the value of the limit of retention money; and
- b) After the amount reaches the maximum limit of retention money. One-half of the retention money (or BG, which replaced retention money) shall be released on the issue of the taking-over certificate; if the Taking Over Certificates (TOCs) are issued in parts, then in such proportions as the engineer may determine, having regard to the value of such part or section. The other half of the retention money (or BG, which replaced the retention money) shall be released upon expiration of 60 (sixty, or any other period mentioned in the tender document) days after the DLP/ warranty period of the works or final payment, whichever is earlier, on certification by the engineer. In the event of different defect liability periods/ warranty period being applicable to different sections or parts or equipment incidental to works, the expiration of defect

liability period/ warranty period shall be the latest of such periods.

2.27.3 Verification of Bank Guarantees:

2.27.3.1 Bank Guarantees submitted by the bidders/ contractors as EMD/ Performance Securities will be immediately verified from the issuing bank before acceptance. There may not be any need to get the Bank Guarantee vetted by legal/ finance authority if it is in the specified format.

2.27.3.2 Guidelines for verification of BGs submitted by the bidders/ contractors against EMD/ Performance Security/ advance payments and for various other purposes are as follows:

- a) BG shall be as per the prescribed formats
- b) The BG contains the name, designation and code number of the Bank officer(s) signing the guarantee(s);
- c) The address and other details (including telephone no.) of the controlling officer of the bank are obtained from the branch of the bank issuing the BG (this should be included in all BGs);
- d) The confirmation from the issuing branch of the bank is obtained in writing though registered post/ speed post/ courier/ official email-id of the Bank/ SFMS on the official portal of the procuring entity. The bank should be advised to confirm the issuance of the BGs specifically quoting the letter of Procurement Entity on the printed official letterhead of the bank indicating address and other details (including telephone nos.) of the bank and the name, designation and code number of the officer(s) confirming the issuance of the BG;

2.27.3.3 Bank guarantees, either received in physical form or electronic form, should be verified for its genuineness following prescribed method for the same.

2.27.3.4 Corporate Guarantee or Indemnity Bond shall not be accepted for Bid Security (EMD) or Performance Security, or in lieu of any other Bank Guarantee (e.g., for advance payment/ warranty obligations).

2.28 CORRUPT OR FRAUDULENT PRACTICES:

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

- a) defines the following for the purpose of these provisions:
 - i) “Corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
 - ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among

Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

- b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
 - c) Will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract / contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.
- 2.29 DPA reserves its right to relax the condition of prior turnover and prior experience for start-up enterprises (MSME or otherwise) recognized by the Department for Industry & Internal Trade (DPIIT), subject to meeting quality & technical specifications (only to startups recognized by the Department of Industry & Internal Trade (DPIIT)), subject to meeting quality & technical specifications.

2.30 PREFERENTIAL PROCUREMENT POLICIES AND RESTRICTIONS ON BIDDERS:

1. General

The procurement under this Tender shall be governed by the provisions of the General Financial Rules (GFR), 2017 and the policies of the Government of India relating to preferential procurement and restrictions on procurement from certain sources, as amended from time to time. The bidders shall comply with all applicable provisions and submit the required declarations and certifications along with their bids.

2. Public Procurement Policy for Micro and Small Enterprises (MSEs)

The provisions of the Public Procurement Policy for Micro and Small Enterprises (MSEs), 2012, as amended from time to time, issued under Rule 153(ii) of GFR 2017, shall apply to this procurement. Eligible MSEs shall be entitled to benefits under the said policy subject to submission of valid registration certificates and compliance with the policy provisions.

3. Public Procurement (Preference to Make in India) Order

This procurement shall be governed by the Public Procurement (Preference to Make in India) Order, 2017, issued by the Department for Promotion of Industry and Internal Trade (DPIIT), Ministry of Commerce and Industry, under Rule 153(iii) of GFR 2017, including all amendments issued from time to time.

- a) Bidders shall indicate the percentage of Local Content in the goods/works/services offered.
- b) Bidders shall be classified as Class-I Local Supplier, Class-II Local Supplier, or Non-Local Supplier in accordance with the provisions of the said Order.

- c) Purchase preference to Class-I Local Suppliers, margin of purchase preference, and other provisions relating to local content shall apply as stipulated in the Order and the tender documents.
- d) The bidder shall submit the prescribed self-certification of local content, and where required, certification by a statutory auditor or cost accountant in accordance with the provisions of the Order.

4. Restrictions on Bidders from Countries Sharing Land Border with India

The provisions of Rule 144(xi) of GFR 2017 and Public Procurement Order No. 4 dated 23.02.2023 issued by the Department of Expenditure shall apply to this procurement.

- a) Any bidder from a country which shares a land border with India shall be eligible to bid only if the bidder is registered with the Competent Authority designated by DPIIT.
- b) Any bidder (including an Indian bidder) having a Specified Transfer of Technology (ToT) arrangement with an entity from a country sharing a land border with India shall also require such registration.
- c) The bidder shall submit the required certificate/undertaking confirming compliance with the above provisions along with the bid.

5. Support to Start-up Enterprises

Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for benefits as per Government of India instructions, including:

- a) Exemption from submission of Bid Security / Earnest Money Deposit (EMD).
- b) Relaxation in prior turnover and experience requirements, subject to meeting the prescribed technical and quality specifications.

6. Domestically Manufactured Iron & Steel Products (DMI&SP) Policy

Where the procurement involves iron and steel products covered under the Domestically Manufactured Iron & Steel Products (DMI&SP) Policy – Revised 2025 issued by the Ministry of Steel, the provisions of the said policy shall apply.

- a) The bidder shall ensure compliance with the prescribed domestic value addition requirements.
- b) The bidder shall submit the prescribed self-certification or certification by statutory auditor/cost accountant, as applicable under the policy.

7. Compliance

The bidder shall comply with all applicable Government of India procurement policies, notifications, office memoranda, and amendments issued from time to time relating to preferential procurement and restrictions on bidders.

Failure to comply with the provisions of the above policies or submission of false declarations shall render the bidder liable for rejection of bid, debarment, or other action as per applicable rules and regulations.

2.31 INTEGRITY PACT:

Integrity Pact is required to be submitted in bid duly scanned, stamped, signed, and dated

along with one witnesses' Signatures (to be arranged by the bidder) as per format available. Submission of Integrity Pact is mandatory. Non-submission shall render the bid non-responsive and liable for rejection. However, the Procuring Entity may permit rectification of minor procedural deficiencies in the submitted Integrity Pact within a specified time, provided such relaxation is applied uniformly and does not affect the substance of the bid. The Integrity Pact Agreement is required to be made on ₹300/- non-judicial stamp paper. 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.

Note:

- (1) In case of Proprietorship firm, IP agreement shall be signed by Sole Proprietor.
- (2) In case of Partnership firm, IP agreement needs to be signed by all the partners of partnership firm and copy of partnership deed shall be submitted at Technical Bid stage, failing which bid will be treated as not responsive.
- (3) In case of Company, IP Agreement shall be signed by the authorized signatory accompanied by POA & Board Resolution.
- (4) In case of JV/Consortium, IP Agreement shall be signed by all the partners/members of JV/Consortium.

The details of Independent External Monitors (IEM) are:

- 1) Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar - 751022
Phone No: 9437002530
Email id: amiyaifs@gmail.com
- 2) Dr. Gopal Dhawan, Ex-CMD, MECL
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area
Greater Noida Gautam Budh Nagar
Uttar Pradesh – 201315
Mobile No. 8007771467
Email id: gdhawangeologist@gmail.com

SECTION III

APPENDIX TO INSTRUCTIONS TO BIDDERS (ITB)

3.1 GENERAL PROVISIONS:

3.1.1 Scope of Appendix

3.1.1.1 This Appendix forms an integral part of the Tender Document and shall be read in conjunction with Section II – Instructions to Bidders (ITB).

3.1.1.2 The provisions contained herein supplement and/or modify the corresponding provisions of the ITB.

3.1.1.3 In case of any inconsistency between this Appendix and the ITB, the provisions of this Appendix shall prevail.

3.2 DEFINITIONS AND INTERPRETATION

3.2.1 Definitions

3.2.1.1 Terms used in this Appendix shall have the same meaning as assigned to them in the ITB unless otherwise specified.

3.2.2 Interpretation

3.2.2.1 Words importing singular shall include plural and vice versa.

3.2.2.2 Headings are for convenience only and shall not affect interpretation.

3.2.2.3 Order of precedence of documents shall be as per the Contract Agreement.

3.3 TYPE OF CONTRACT

3.3.1 Applicable Contract Type

3.3.1.1 The type of contract shall be as specified in the Notice Inviting Tender (NIT) / Special Conditions of Contract (SCC).

3.3.1.2 Relevant provisions of ITB Clause 2.1 shall apply.

3.4 MODE OF PROCUREMENT

3.4.1 Applicable Mode

3.4.1.1 Procurement shall be through Domestic Open Tender.

3.4.1.2 Bidding shall be conducted in Indian Rupees (INR) only.

3.4.1.3 Relevant provisions of ITB Clause 2.2 shall apply.

3.5 PRE-QUALIFICATION CRITERIA

3.5.1 General

3.5.1.1 Bidders shall comply with the Pre-Qualification Criteria specified in the ITB and NIT.

3.5.2 Work Experience

- 3.5.2.1 Work experience shall be evaluated as per ITB provisions.
- 3.5.3 Financial Capability
- 3.5.3.1 Financial capability shall be evaluated based on audited financial statements.
- 3.5.4 Joint Venture (JV) (Not Applicable)
- 3.5.4.1 Joint Venture participation shall be governed by ITB provisions.
- 3.5.4.2 All partners shall be jointly and severally liable.
- 3.5.5 Disqualification
- 3.5.5.1 Disqualification criteria as specified in ITB shall apply.

3.6 LEGAL FRAMEWORK

- 3.6.1 Governing Laws
- 3.6.1.1 The contract shall be governed by applicable laws as specified in ITB.
- 3.6.2 Law of Agency
- 3.6.2.1 The provisions of Sections 182 to 238 of the Indian Contract Act, 1872 relating to agency shall apply only to the extent relevant to the execution of the Contract.
- 3.6.2.2 The Contractor shall be deemed to be an independent contractor and not a general agent of the Employer.
- 3.6.2.3 Notwithstanding the above, for limited purposes such as compliance with applicable labour laws, statutory obligations, and site execution activities, the Contractor may be treated as acting on behalf of the Employer to the extent required under law.
- 3.6.2.4 The Contractor shall be solely responsible for compliance with all applicable laws, including labour, safety, and environmental regulations, and shall indemnify the Employer against any claims, liabilities, or penalties arising out of non-compliance.
- 3.6.2.5 Nothing contained herein shall be construed to create a relationship of employer – employee or general principal – agent beyond the limited scope stated above.

3.7 E-TENDERING

- 3.7.1 Mode of Submission
- 3.7.1.1 Bids shall be submitted electronically through the e-procurement portal only.
- 3.7.1.2 Offline bids shall not be accepted.

3.8 AMENDMENT AND CORRIGENDUM

- 3.8.1 Amendment
- 3.8.1.1 Amendments shall be issued through corrigendum.
- 3.8.1.2 Corrigendum shall form part of the Tender Document.

- 3.8.2 Extension of Deadline
- 3.8.2.1 Deadline may be extended as per ITB provisions.

3.9 COST OF TENDER DOCUMENT

- 3.9.1 Tender Fee
- 3.9.1.1 Tender fee shall be as specified in the NIT.
- 3.9.1.2 Tender fee shall be non-refundable.

3.10 ELIGIBILITY OF BIDDERS

- 3.10.1 General Eligibility
- 3.10.1.1 Bidders must meet eligibility criteria specified in ITB.
- 3.10.2 Statutory Requirements
- 3.10.2.1 Bidders shall possess valid PAN, GST, EPF, and ESI registrations.
- 3.10.3 Conflict of Interest
- 3.10.3.1 Bidders shall not have conflict of interest as per ITB provisions.

3.11 PRE-BID MEETING (Not Applicable)

- 3.11.1 Conduct of Meeting
- 3.11.1.1 Pre-bid meeting shall be conducted as per NIT.
- 3.11.1.2 Minutes shall be published on the portal.

3.12 SITE VISIT

- 3.12.1 Inspection of Site
- 3.12.1.1 Bidder may visit the site at their own cost and risk.
- 3.12.1.2 No claim shall be entertained later on account of site conditions.

3.13 CLARIFICATION OF TENDER DOCUMENTS (Not Applicable)

- 3.13.1 Queries
- 3.13.1.1 Clarifications shall be sought in writing only.
- 3.13.1.2 Replies shall be published on the portal.

3.14 BIDDER'S RESPONSIBILITY

- 3.14.1 General Obligations
- 3.14.1.1 Bidders shall not attempt to influence the tender process.
- 3.14.1.2 All submissions shall be true and correct.

3.15 PREPARATION OF BIDS

- 3.15.1 Language
- 3.15.1.1 All documents shall be in English.

- 3.15.2 Bid Price
- 3.15.2.1 Prices shall include all costs except GST.
- 3.15.3 Bid Validity
- 3.15.3.1 Bid validity shall be as specified in NIT.

3.16 TENDER FEE/ BID SECURITY (EMD)

- 3.16.1 Requirement
- 3.16.1.1 Bidder shall furnish EMD as specified in NIT.
- 3.16.2 Exemption
- 3.16.2.1 Exemption shall apply to eligible MSEs and Startups.
- 3.16.3 Forfeiture
- 3.16.3.1 EMD shall be forfeited as per ITB provisions.

3.17 DOCUMENTS COMPRISING BID

- 3.17.1 Technical Bid
- 3.17.1.1 Shall include all PQ and technical documents.
- 3.17.2 Financial Bid
- 3.17.2.1 Shall include Price Schedule only.

3.18 SUBMISSION OF BIDS

- 3.18.1 Mode
- 3.18.1.1 Bids shall be submitted online only.
- 3.18.2 Modification / Withdrawal
- 3.18.2.1 Allowed only before deadline.

3.19 BID OPENING

- 3.19.1 Procedure
- 3.19.1.1 Bids shall be opened as per ITB provisions.

3.20 EVALUATION OF BIDS

- 3.20.1 Technical Evaluation
- 3.20.1.1 Technical bids shall be evaluated first.
- 3.20.2 Financial Evaluation
- 3.20.2.1 Financial bids shall be evaluated on L1 basis.
- 3.20.3 Clarifications (Not Applicable)
- 3.20.3.1 Clarifications may be sought without altering bid substance.

3.21 AWARD OF CONTRACT

- 3.21.1 Letter of Acceptance
- 3.21.1.1 LoA shall be issued to successful bidder.
- 3.21.2 Signing of Contract
- 3.21.2.1 Contract shall be executed within stipulated time.

3.22 PERFORMANCE SECURITY

- 3.22.1 Requirement
- 3.22.1.1 Successful bidder shall furnish Performance Security of 5% of Contract Price.
- 3.22.2 Validity
- 3.22.2.1 Validity shall cover contract period and DLP

3.23 RETENTION MONEY

- 3.23.1 Deduction
- 3.23.1.1 Retention money shall be deducted as per ITB provisions.

3.24 CORRUPT AND FRAUDULENT PRACTICES

- 3.24.1 Provisions
- 3.24.1.1 Corrupt and fraudulent practices are strictly prohibited.
- 3.24.1.2 Action shall be taken as per ITB provisions.

3.25 PREFERENTIAL PROCUREMENT POLICIES

- 3.25.1 Applicable Policies
- 3.25.1.1 Make in India Policy
- 3.25.1.2 Land Border Restrictions

3.26 INTEGRITY PACT (Not Applicable)

- 3.26.1 Requirement
- 3.26.1.1 Integrity Pact shall be mandatory.

3.27 SPECIAL PROJECT CONDITIONS

- 3.27.1 Project-Specific Data Sheet
 - Project Location: Nagavaladiya Village, Anjar Taluka, Kutch District.
 - Period of Completion: Four (04) Months from the date of issue of Work Order.
 - Liquidated Damages: As per Clause No. 5.5 of Section V (SCC).
 - Payment Terms: As per Clause No. 5.6 of Section V (SCC).
 - Warranty Period {Shall be read in conjunction with Clause No. 2.27.1 and 2.27.2 of ITB}: As per Clause No. 5.7 of Section V (SCC).
 - Third Party Inspection : As per Clause No. 5.8 of Section V (SCC).

3.28 CHECKLIST FOR RESPONSIVENESS

3.28.1 Mandatory Requirements

- Submission of TENDER FEE & EMD
- Documents in case of exemption of TENDER FEE & EMD
- PQ Documents
- Signed Forms
- Technical documents if any
- No price in Technical Bid

3.29 DISCLAIMER

3.29.1 Rights of Employer

3.29.1.1 Employer reserves the right to accept or reject any bid.

3.29.1.2 Employer may cancel the tender without assigning reasons.

SECTION-IV

GENERAL CONDITIONS OF CONTRACT

4.1 GENERAL PROVISIONS:

4.1.1 **Definitions:**

In the General Conditions of Contract ("these Conditions"), which include Particular Conditions and in these General Conditions, the following words and expressions shall have the meanings hereby assigned to them, except where the context requires otherwise.

a) **The Contract:**

- i) **“Contract”** (Procurement Contract', 'Purchase Order', 'Supply Order', 'Withdrawal Order', 'Work Order', 'Consultancy Contract', 'Contract for Services', 'Rate Contract', 'Framework Agreement', 'Letter of Award – LoA' (letter or memorandum communicating to the contractor the acceptance of his bid), 'Agreement', 'Repeat Order', or a 'formal agreement'), means a formal legal agreement in writing relating to the subject matter of Procurement, entered into between the DPA and the supplier, service provider or contractor on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country.
- ii) **“Letter of Award”** ('Letter of Intent' or 'Letter of Acceptance' or 'Notification of Award') means the letter or memorandum communicating to the contractor the acceptance of his bid for award of the contract.
- iii) **“Specification”** means the document entitled specification, as included in the Contract, and any additions and modifications to the specification in accordance with the Contract. Such a document specifies the work. It describes inputs, processes, tests and mode of measurement for each kind of work executed.
- iv) **“Drawings”** means the drawings of the Works, as included in the Contract, and any additional and modified drawings issued by (or on behalf of) the Employer in accordance with the Contract.
- v) **“Bill of Quantities”** (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the bid.
- vi) **“Tender/Bid”** (including terms offers, quotations or proposals in certain contexts) means an offer to supply of goods, services, or execution of works made in accordance with the terms and conditions set out in the bid document inviting such offers.
- vii) **“Tender Document”** means the document (including all its sections, appendices, forms, formats, etc. and various terms prevalent for such documents) published by the Procuring Entity to invite bids in a Tender Process. The Tender Document and Tender Process may be generically called 'Tender' or 'Tender Enquiry', which would be evident from context without ambiguity.

b) **Parties and Persons:**

- i) **“Parties”**: The parties to the contract are the "Contractor" and the DPA.
 - ii) **“Procuring Authority / Employer/ Purchaser” (“Board”)** means the Board of Deendayal Port Authority and assigns, acting through its chairperson or any other Officer so nominated by the Board.
 - iii) **“Contractor”** (‘Supplier’ or ‘Service Provider’ or ‘Firm’ or ‘Vendor’ or ‘Manufacturer’ or ‘Successful Bidder’) means the person, firm, or company, including a consortium (that is, an association of several persons or firms or companies - Joint Venture/ consortium) with whom the contract is entered into and shall be deemed to include the contractor's successors (approved by the DPA), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract.
 - iv) **“Engineer”** means the Chief Mechanical Engineer, DPA, or any other Officer nominated by Chairperson, DPA.
 - v) **“Employer's Personnel”** means the Engineer, his representative and all other staff, and other employees of the Employer; and any other personnel notified to the Contractor, by the Employer or the Engineer, as Employer's Personnel.
 - vi) **“Contractor's Personnel”** means the Contractor's Representative and all personnel whom the Contractor utilizes on Site, who may include the staff, labour and other employees of the Contractor and of each Subcontractor; and any other personnel assisting the Contractor in the execution of the works.
 - vii) **“Contractor's Representative”** means the person named by the Contractor in the Contract or appointed from time to time by the Contractor under **Sub-Clause 4.4.2 [Contractor’s Representative]**, who acts on behalf of the Contractor.
 - viii) **“Engineer’s Representative”** means any Representative(s) of the Engineer, the assistants referred to in **Sub-Clause 4.3.3 [Delegation by the Engineer]** whose authority shall be notified in writing to the Contractor by the Engineer.
 - ix) **“Sub-contractor”** means any person / firm named in the Contract as a subcontractor, or any person / firm appointed as a subcontractor, for a part of the Works; and the legal successors in title to each of these persons.
- c) **Money & Payments:**
- i) **“Contract Value”** (or Contract Price) means the full and final monetary amount that the DPA is obligated to pay to the contractor under the terms of the contract, ensuring that no additional costs are incurred beyond the agreed sum. It is an all-inclusive figure that covers the base price of the goods, services, or works being procured, along with all applicable taxes, duties and surcharges, (excluding Goods and Services Tax – GST), custom duties, freight, transportation, installation, commissioning, warranties, maintenance, and any other incidental charges; For the purpose of calculation of Liquidated Damages (LD) and other recoveries, the Contract Price shall **exclude GST**.
 - ii) **“Executed value”** means the price defined in **Sub-Clause 4.14.3** and includes adjustments in accordance with the Contract.

- iii) **“Currency”** means Rupees in which part (or all) of the Contract Price is payable.
- iv) **“Performance Security”** means the security (or securities, if any) under **Clause 2.27.1 of ITB [Performance Security]**.
- d) **Dates, Periods and Completion:**
 - i) **“Commencement Date”** means the date notified under **Sub-Clause 4.8.1 [Commencement of Work]**.
 - ii) "Time for Completion" means the time for completing the Works or a Section (as the case may be) under **Sub-Clause 4.8.2 [Time of Completion / Period of Contract]**, as stated in NIT/ Special Condition of Contract / Scope of Work / LOA (with any extension under **Sub- Clause 4.8.5 [Extension of Time]**), calculated from the Commencement Date.
 - iii) **“Acceptance”** means as defined under **Clause 4.10 [Acceptance]**.
 - iv) "Completion Certificate" means the certificate issued under **Clause 4.10 [Acceptance]**.
 - v) **“Warranty Period”** means the period as mentioned under **Sub-Clause 4.10.2**.
 - vi) "Day" means a calendar day of 24 hours from midnight to the next midnight irrespective of the number of hours worked in that day.
 - vii) **“Week”** means, seven days without regard to the number of hours worked in any day in the week.
 - viii) **“Month”** means, month according to Gregorian calendar.
 - ix) "Year" means 365 days.
- e) **Works & Goods:**
 - i) **“Contractor's Equipment”** means all apparatus, machinery, vehicles and other things required for the execution and completion of the works and the remedying of any defects. However, Contractor's Equipment excludes Temporary Works, Employer's Equipment (if any), Plant, Materials and any other things intended to form part of the Permanent Works.
 - ii) **“Permanent Works”** means the permanent work to be executed and /or maintained by the Contractor under the Contract.
 - iii) **“Plant & equipment”** means the apparatus, machinery and vehicles intended to form or forming part of the Permanent Works.
 - iv) **“Materials”** means things of all kinds (other than Plant & equipment) intended to form or forming part of the Permanent Works, including the supply-only materials (if any) to be supplied by the Contractor under the Contract.
 - v) **“Temporary Works”** means all temporary works of every kind (other than contractor's Equipment) required on Site for the execution and completion of the Permanent Works and the remedying of any defects.
 - vi) **“Works”** refer to any activity with a tangible and physical output sufficient in itself to

fulfil an economic or technical function involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more of engineering design, architectural design, material and technology, labour, machinery, and equipment. Supply of some materials or certain services may be incidental or consequential to and part of such works. The term "Works" includes:

- a) civil works for roads, railways, airports, shipping ports, bridges, buildings, irrigation systems, water supply, sewerage facilities, dams, tunnels, and earthworks; and so on, and
- b) mechanical and electrical works involving fabrication, installation, erection, repair, and maintenance of a mechanical or electrical nature relating to machinery and plants.
- vii) **"Section"** means a part of the Works.
- viii) **"Goods"** ('Stores', Item(s) or 'Material(s)') includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw materials, consumables, spare parts, instruments, hardware, machinery, equipment, industrial plant, vehicles, aircraft, ships, railway rolling stock, assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or intangible products (e.g. technology transfer, licenses, patents, software or other intellectual properties) but excludes books, publications, periodicals, etc., for a library, procured or otherwise acquired by a procuring entity. Procurement of goods may include certain small work or some services that are incidental or consequential to the supply of such goods, such as transportation, insurance, installation, commissioning, training, and maintenance;
- f) **Other Definitions:**
 - i) **"Contractor's Documents"** means the calculations, computer programs and other software, drawings, manuals, models and other documents of a technical nature (if any) supplied by the Contractor under the Contract.
 - ii) **"Employer's Equipment"** means the apparatus, machinery and vehicles (if any) made available by the Employer for the use of the Contractor in the execution of the Works, as stated in the specification; but does not include Plant which has not been taken over by the Employer.
 - iii) **"Force Majeure"** is defined as in **Clause 4.8.4 [Force Majeure (FM) Clause]**. Force Majeure events shall be treated as excusable delays under **Clause 4.8.5 [Extension of Time]**."
 - iv) **"Laws"** means all national (or state) legislation, statutes, ordinances and other laws, and regulations and by-laws of any legally constituted public authority.
 - v) **"Site"** means the locations /places/lands where the Permanent Works are to be executed and to which Plant and materials are to be delivered or services to be provided or works to be executed and any other places as may be specified in the Contract as forming part of the Site.
 - vi) **"Variation"** means any change to the Works, which is instructed or approved as a variation under **Clause 4.12 [Variations]**.

4.1.2 Interpretations:

In the Contract, except where the context requires otherwise:

- (a) words indicating one gender include all genders.
- (b) words indicating the singular also include the plural and words indicating the plural also include the singular.
- (c) provisions including the word "agree", "agreed" or "agreement" require the agreement to be recorded in writing, and
- (d) "written" or "in writing" means hand-written, printed, or electronically made, and resulting in a permanent record.
- (e) the marginal words and other headings shall not be taken into consideration in the interpretation of these Conditions.

4.1.3 Communications:

Wherever these Conditions provide for giving or issuing of approvals, certificates, consents, determinations, notices and requests, these communications shall be:

- (a) in writing and delivered by hand (against receipt), sent by mail or courier, or speed post.
- (b) delivered, sent or transmitted to the address for the recipient's communications.

4.1.4 Law, Language and Jurisdiction:

The language for communications shall be in English. The contract shall be governed by and constructed according to the laws in force in India. All disputes shall be subjected to exclusive jurisdiction of the courts at Gandhidham only for the purpose of actions and proceedings arising out of this contract.

4.1.5 General Conditions of Contract (GCC) and Special Conditions of Contract (SCC):

- a) The General Conditions of Contract (GCC) are the standard terms and conditions governing the contract from the date of award until completion, including performance obligations and dispute resolution.
- b) The GCC shall remain a standard document.
- c) Any project-specific requirements, deviations, or additional conditions are specified in the Special Conditions of Contract (SCC).
- d) Any modification to the GCC is effected in SCC by clearly stating the relevant clause(s) of GCC being modified, deleted, or substituted.
- e) In case of any inconsistency between the GCC and SCC, the provisions of the SCC shall prevail.
- f) "In case of ambiguity, interpretation shall be made in line with applicable procurement guidelines and principles of fairness and equity."

4.1.6 Assignment:

The Contractor shall not assign the whole or any part of the work to any other

Party/Firm/Individual without prior written consent of the Employer.

4.1.7 Care and Supply of Documents:

The Contractor shall keep on the Site, a copy of the Contract, the Contractor's Documents (if any), the Drawings and Variations and other communications given under the Contract. The Employer's Personnel shall have the right to access all these documents at all reasonable times.

4.1.8 Contractor's use of Employer's Documents:

As between the Parties, the Employer shall retain the copyright and other intellectual property rights in the Specification, the Drawings and other documents made by (or on behalf of) the Employer. The Contractor may, at his cost, copy, use, and obtain communication of these documents for the purposes of the Contract. They shall not, without the Employer's consent, be copied, used or communicated to a third party by the Contractor, except as necessary for the purposes of the Contract.

4.1.9 Confidential Details:

The Contractor shall disclose all such confidential and other information as the Engineer may reasonably require in order to verify the Contractor's compliance with the Contract.

4.1.10 Compliance with Laws, Statutes & Regulations:

The Contractor shall, in performing the Contract, comply in all respect with applicable Laws, Statutes and Regulations including clearance from State / Central Govt. Authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall indemnify and hold the Employer harmless against and from the consequences of any failure to do so.

4.1.11 Details to be Confidential:

The Contractor shall treat the details of the contract as private and confidential, except to the extent necessary to carry out obligations under it or to comply with applicable laws. The Contractor shall not publish, permit to be published or disclose any particulars of the works in any trade or technical paper or elsewhere without the previous agreement of the Employer.

4.2 THE EMPLOYER:

4.2.1 Right of Access to the Site:

The Employer shall give the Contractor right of access to, and possession of, all parts of the Site within the time (or times) stated in the Contract. If no such time is stated in the Contract, the Employer shall give the Contractor the right to access the Site within such times as may be required to enable the Contractor to proceed in accordance with the time schedule (bar chart) submitted under **Sub-Clause 4.8.3 [Work Program / Time Schedule/ Bar Chart]**.

If the Contractor suffers delay as a result of a failure by the Employer to give any such right or possession within such time, the Contractor shall give notice to the Engineer

within 30 (thirty) days from end of such time or period and shall be entitled to:

- a) an extension of time for any such delay, if completion is or will be delayed, under **Sub- Clause 4.8.5 [Extension of Time]**.

However, if and to the extent that the Employer's failure was caused by any error or delay by the Contractor, including an error in, or delay in the submission of, any of the Contractor's Documents, the Contractor shall not be entitled to such extension of time.

4.2.2 Permits, Licenses or Approvals:

The Employer shall (where he is in a position to do so) provide administrative support to the Contractor at the request of the Contractor:

- a) by obtaining copies of the Laws of the Country which are relevant to the Contract but are not readily available, and
- b) for the Contractor's applications for any permits, Licenses or approvals required by the Laws of the Country for execution of work under the Contract:
 - i) which the Contractor is required to obtain.
 - ii) for the delivery of Goods, including clearance through customs, and for the export of Contractors Equipment when it is removed from the Site.
 - iii) which the Contractor is required to obtain under the Contract

4.2.3 Employer's Claims:

If the Employer considers himself to be entitled to any payment (claim) under any Clause of these Conditions or otherwise in connection with the Contract, and/or to any extension of the Defects Liability Period, the Employer or the Engineer shall give notice and particulars to the Contractor.

The notice shall be given as soon as practicable after the Employer became aware of the event or circumstances, giving rise to the claim. A notice relating to any extension of the Defects Liability Period shall be given before the expiry of such period.

The particulars shall specify the Clause or other basis of the claim and shall include substantiation of the amount and/or extension to which the Employer considers himself to be entitled in connection with the Contract. The claim amount shall be considered as a deduction in the Contract Price.

4.3 ENGINEER AND ENGINEER'S REPRESENTATIVE:

4.3.1 The Engineer shall carry out such duties in issuing decision, certificates and orders as are specified in the contract. The Engineer's Representative shall be responsible to the Engineer and be the Engineer or its representative(s) of the work.

4.3.2 The Engineer shall act on behalf of the Employer (DPA). However, all final decisions relating to contractual, financial, and legal matters shall vest with the Employer.

4.3.3 Delegation by Engineer:

The duties of the Engineer's Representative are to watch and supervise the work and to

test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor or any of his duties or obligations under the contract nor except as expressly provided hereunder or elsewhere in the contract to order any work involving delay or any extra payment by the Employer nor to make any variation of or in the works.

Any written instructions or approval given by the Engineer's Representative to the Contractor within the terms of such delegation (but not otherwise) shall bind the Contractor and the Employer as though it had been given by the Engineer provided, however, that.

- a) Failure of the Engineer's Representative to disapprove any work or materials shall not prejudice the power of the Engineer thereafter to disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b) If the Contractor shall be dissatisfied by reason of any decision of the Engineer's Representative, he shall be entitled to refer the matter to the Engineer who shall thereupon confirm, reverse or vary such decision.

4.4 THE CONTRACTOR'S OBLIGATIONS:

4.4.1 Contractor's General Obligations:

The Contractor shall design (to the extent specified in the contract) if stipulated in the Contract, execute and complete the Works in accordance with the Contract and with the Engineer's instructions, and shall remedy any defects in the Works.

The Contractor shall provide the Plant & equipment, materials and Contractor's Documents specified in the contract, and all Contractor's Personnel, Goods, consumables and other things and services, whether of a temporary or permanent nature, required in and for this design, execution, completion and remedying of defects.

All the material and equipment offered and used in the execution of the work shall be suitable for sustained service in a marine atmosphere and in the local environment condition.

The Contractor shall be responsible for the adequacy, stability, and safety of all Site operations and of all methods of construction. The Contractor shall, in consideration of payments to be made to him as hereinafter provided, execute and do the Works set forth as described in the Scope of Work and specifications, including any amendments to tender clauses.

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and Contractual duties to be performed by them under this Contract as specified in the Scope of Work within the Time for Completion and provide all labour, including the supervision and security thereof, Contractor's Equipment necessary thereof and for carrying out his obligation, so far as the necessity for providing the same is specified in or is reasonable to be inferred from the Contract. The Contractor shall be fully responsible to Employer for proper, efficient, and effective discharge of their duties.

The Contractor shall, whenever required by the Engineer, submit details of the arrangements and methods, which the Contractor proposes to adopt for the execution of the Works. No significant alteration to these arrangements and methods shall be made without this having previously been notified to the Engineer.

If the Contract specifies that the Contractor shall design any part of the Permanent Works, then.

- a) the Contractor shall submit to the Engineer the Contractor's Documents for this part in accordance with the procedures specified in the Contract.
- b) These Contractor's Documents shall be in accordance with the Specification and Drawings and shall include additional information if required by the Engineer to add to the Drawings.
- c) the Contractor shall be responsible for this part, and it shall, when the Works are completed, be fit for such purposes for which the part is intended as are specified in the Contract.

4.4.2 Contractor's Representative:

The Contractor shall appoint the Contractor's Representative and shall give him all authority necessary to act on the Contractor's behalf under the Contract. The Contractor shall submit the name and particulars of the representative prior to commencement of work.

4.4.3 Assignment and Subcontracting:

The Contractor shall not, assign the contract or any part thereof or any benefit or interest therein or there under without the prior written approval of the Employer (DPA), based on recommendation of the Engineer.

The Contractor shall not sub-contract the whole of the works. Except otherwise provided by the Contract, the Contractor shall not sub-contract any part of the Works without the prior written consent of the Engineer and such consent if given shall not relieve the Contractor from any liability or obligation under the Contract and he shall be responsible for the facts, defaults and neglects of any sub-Contractor, his agents, servants or workmen fully as if they were the acts, defaults or neglects of the Contractor.

In the event of the Contractor contravening this condition, Employer shall be entitled to terminate the Contract in accordance with termination provisions of this Contract and award a fresh Contract to some other party at risk and cost of the Contractor who shall be liable for any loss or damage which Employer may sustain in consequence arising out of such replacement of the Contractor. In such a case, the performance security deposit shall be forfeited.

4.4.4 Cooperation:

The Contractor shall, as specified in the Contract or as instructed by the Engineer, allow appropriate opportunities for carrying out work to:

- a) the Employer's Personnel,

- b) any other contractors / PMC / 3rd party Inspecting Agency employed by the Employer, and
 - c) the personnel of any legally constituted public authorities,
- who may be employed in the execution on or near the Site of any work not included in the Contract.

4.4.5 Setting Out:

The Contractor shall set out the Works in relation to original points, lines and levels of reference specified in the Contract or notified by the Engineer. The Contractor shall be responsible for the correct positioning of all parts of the Works, and shall rectify any error in the positions, levels, dimensions or alignment of the Works.

4.4.6 Safety Procedures:

The Contractor shall:

- a) comply with all applicable safety regulations,
- b) Take care for the safety of all persons entitled to be on the Site,
- c) use reasonable efforts to keep the Site and Works clear of unnecessary obstruction so as to avoid danger to these persons,
- d) provide fencing, lighting, guarding, and watching & warding of the Works until completion and taking over under **Clause 4.10 [Acceptance]**, and
- e) provide any Temporary Works (including roadways, footways, guards and fences), which may be necessary, because of the execution of the Works, for the use and protection of the public and of owners and occupiers of adjacent land.

4.4.7 Site Data:

The Employer shall have made available to the Contractor for his information, all relevant data if available in the Employer's possession on conditions at the Site, including environmental aspects. The Contractor shall be responsible for interpreting all such data.

The Contractor shall be deemed to have obtained all necessary information as to risks, contingencies and other circumstances which may influence or the Tender or Works. To the same extent, the Contractor shall be deemed to have inspected and examined the Site, its surroundings, the above data and other available information, and to have been satisfied before submitting the Tender as to all relevant matters, including (without limitation):

- a) the form and nature of the Site, including sub-surface conditions,
- b) hydrological and climatic conditions,
- c) the extent and nature of the work/service and Goods necessary for the execution and completion of the Works and the remedying of any defects,
- d) the Laws, procedures, and labour practices of the State / Country, and

- e) the Contractor's requirements for access, accommodation, facilities, personnel, power, transport, water and other services.

4.4.8 Sufficiency of the Accepted Contract Amount:

Unless otherwise stated in the Contract, the Accepted Contract Amount / Contract Price covers all the Contractor's obligations under the Contract (including those under Provisional Sums; If any) and all things necessary for the proper execution and completion of the Works.

4.4.9 Rights of Way and Facilities:

The Contractor shall bear all costs and charges for special and/or temporary rights of-way which he may require, including those for access to the Site. The Contractor shall also obtain, at his risk and cost, any additional facilities outside the Site, which he may require for the purposes of the Works.

4.4.10 Transport of Goods:

Unless otherwise stated in the Particular Conditions:

- a) The contractor shall give the Engineer not less than 07 days' notice of the date on which any Plant or a major item of other Goods will be delivered to the Site.
- b) the Contractor shall be responsible for packing, loading, transporting, receiving, unloading, storing and protecting all Goods and other things required for the Works; and
- c) the Contractor shall indemnify and hold the Employer harmless against and from all damages, losses and expenses (including legal fees and expenses) resulting from the transport of goods and shall negotiate and pay all claims arising from their transport.

4.4.11 Contractor's equipment:

The Contractor shall be responsible for all Contractor's equipment. When brought on to the Site, Contractor's equipment shall be deemed to be exclusively intended for the execution of the Works and shall be retained at the site till the completion of the work. The Contractor shall not remove from the Site any major items of Contractor's equipment without the consent of the Engineer. However, consent shall not be required for vehicle transporting Goods or Contractor's Personnel off Site.

4.4.12 Protection of the Environment:

The Contractor shall take all reasonable steps to protect the environment (both on and off the Site) and to limit damage and nuisance to people and property resulting from pollution, noise and other results of his operations.

The Contractor shall ensure that emissions, surface discharges and effluence from the Contractor's activities shall not exceed the values indicated in the Specification and shall not exceed the values prescribed by applicable Laws.

4.4.13 Site Facilities:

Facilities Supplied by the Contractor:

The Contractor shall supply all services, amenities, temporary structures including security fencing if required and storage compounds if required, machinery, temporary sheds and construction equipment necessary for the proper execution of the Works at Site at his cost except for the items specified below, which will be provided by the Employer.

Facilities Supplied by the Employer:

The Employer will make available to the Contractor the following services which will be charged at the prevailing rates.

a) **Supply of land for Contractor's site establishment and lay down areas:**

The above shall be made available at rates as given in the Scale of Rates as relevant and applicable subject to revision from time to time.

b) **Construction Water / Drinking Water:**

The Employer may provide a source for a reasonable quantity of construction water at one point adjacent to the Contractor's work area on a chargeable basis, if available. Any further reticulation to the Contractor's individual facilities shall be the Contractor's responsibility and cost. Similarly drinking water may be supplied on a chargeable basis, if available. However, all necessary arrangements like plumbing / installation of water meters etc. are to be made by the contractor. Water charges will have to be paid (adjusted from the contractor's bill) by the contractor against actual consumption recorded through water meters as per the prevailing rates subject to revision from time to time.

Note: If DPA is unable to provide construction water / drinking water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its own cost.

c) **Electric Power:**

The Employer will provide a source of electric power at one point adjacent to the Contractor's work area. Any further reticulation to the Contractors' individual facilities shall be the Contractor's responsibility and cost.

The **Electricity consumption charges** [as per Port tariff] shall have to be paid by the Contractor immediately, on receipt of the bill from the office of Mechanical Engineering Department, Deendayal Port Authority. All payment on this account should be updated, otherwise the pending bill amount, along with late payment surcharge, will be recovered from the Contractor's bill(s).

The Employer does not guarantee the continuity of power supply in the event of power failure the contractor shall be required to make its own arrangements for the provision of uninterrupted electric power.

Note: If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost. Necessary meters should be installed by the contractor at its

own cost.

4.4.14 Records to be maintained:

The Contractor shall maintain site account of materials, including the departmental supply, clearly indicating relevant information such as description of the material, source, date of delivery at site, date of consumption at site. The Contractor shall forward a copy of monthly site account of materials to the Engineer in Charge at the end of every month. On completion of the work under the contract, the Contractor shall submit to the Engineer in Charge a copy of the site account of the materials from the date of commencement to date of acceptance. The Contractor shall also maintain hindrance register, site instructions register, complaint register and daily progress register and the EIC shall verify the registers as and when required and sign the same, duly recording his remarks.

4.4.15 Security of the Site:

Unless otherwise stated, authorized persons shall be limited to the Contractor's Personnel and the Employer's Personnel; and to any other personnel notified to the Contractor, by the Employer or the Engineer, as authorized personnel of the Employer's other contractors on the Site.

4.4.16 Contractor's Operations on Site:

The Contractor shall confine his operations to the Site, and to any additional areas, which may be obtained by the Contractor and agreed by the Engineer as working areas. The Contractor shall take all necessary precautions to keep Contractor's Equipment and Contractor's Personnel within the Site and these additional areas, and to keep them off adjacent land.

During the execution of the Works, the Contractor shall keep the Site free from all unnecessary obstruction and shall store or dispose of any Contractor's Equipment or surplus materials. The Contractor shall clear away and remove from the Site any wreckage, rubbish and Temporary Works, which are no longer, required. The Contractor shall clear away and remove, all Contractor's Equipment, surplus material if not handed over to the Employer as per the Contract. Contractors shall leave that part of the Site and the Works in a clean and safe condition. The Contractor shall at all reasonable times allow persons duly authorized by the Employer.

4.5 STAFF AND LABOUR:

4.5.1 Engagement of Staff and Labour:

The Contractor shall decide for the engagement of all staff and labour, local or otherwise, and for their payment, accommodation, feeding and transportation. Since time is the essence of this Contract, the requisite number of labour force has to be kept so as to complete work within the completion period as stipulated in the Contract.

4.5.2 Compliances of Regulations etc:

The Contractor shall, at all times during the continuance of the Contract, so far it may

be necessary, comply with all existing enactments including central and state Legislation as well as an applicable Bye-Laws of any local authority regarding labour (Contractor's Personnel), particularly the Minimum Wages Act, Factories Act, Workmen's Compensation Act, Provident Fund and Miscellaneous Provisions Act, Family Pension Fund Act and Employees State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National Festival Holiday Act, Shop and Establishment Act, The Apprentice Act and shall keep the Employer indemnified against any action that may be taken against him for the contravention of provisions of the above said enactments by the Contractor. The prices quoted by the Contractor in Bill of Quantities shall be deemed to include all expenses whatsoever the Contractor may be required to incur for compliance with the provisions of the above-mentioned legislation. The Contractor shall make necessary arrangements for the Employer to witness the payments made by the Contractor to his staff and labour and get the certificate from the Employer as required in terms of the regulations.

The Contractor shall cover all its workmen under EPF & ESI irrespective of the no. of workmen engaged in the work. The Contractor shall produce documentary evidence in support of the EPF & ESI coverage to its workers within 30days of induction of contractual worker(s). This will also be applicable to the sub-contractor(s) appointed by the Contractor for the subject work.

The Contractor shall also comply apart from all the relevant labour Laws applicable to the Contractor's Personnel, Laws relating to their employment, health, safety, welfare, and emigration and shall allow them all their legal rights.

The Contractor shall require his employees to obey all applicable Laws, including those concerning safety at work.

4.5.3 Rates of Wages and Conditions of Labour:

The Contractor shall pay rates of wages and observe conditions of labour as per the provision of regulations, etc which are not lower than the minimum wages & conditions notified under any Central or State law as applicable to the Employer.

4.5.4 Persons in the Service of Employer:

The Contractor shall not recruit, or attempt to recruit, staff and labour from amongst the Employer's Personnel.

The Employer shall be at liberty to terminate the Contract if the Contractor himself or any of his partners / employees / staffs or any of his Directors who having held Class-I post with the Employer prior to his retirement has failed to obtain the Employer's specific permission to undertake any outside employment before the expiry of two years from the date of his retirement, in accordance with the regulations.

4.5.5 Facilities for Staff and Labor:

The Contractor shall provide and maintain all necessary facilities as applicable at site for smooth execution of contract. Port entry permits for the contractor and their staff, materials, vehicles etc. for movement inside the Port area will be charged on a

chargeable basis.

4.5.6 Health and Safety:

The Contractor shall at all times take all reasonable precautions to maintain the health and safety of the Contractor's Personnel. The Contractor shall maintain records and make Reports concerning health, safety and welfare of persons, and damage to property, as, the Engineer may reasonably require.

Safety Gears, PPEs, etc.

The Contractor shall be solely responsible, at his own cost to provide all safety gears including PPEs for all labours engaged and he shall also ensure the use of such safety items by his staff & labour at site.

In the event of failure on the part of the Contractor, the Employer shall provide the same and recover the cost thereof from any amount due or which may become due to the Contractor or from any amount lying with them or under their control.

4.5.7 Contractor's Superintendence:

a) The Contractor shall give or provide all necessary superintendence during the execution of the Works and as long thereafter as the Engineer may consider necessary for the proper fulfilling of the Contractor's obligations under the Contract. The Contractor, or his competent and authorized agent or Representative is to be constantly on the works and shall give his whole time to the superintendence of the same. Such authorized agent or Representative shall receive on behalf of the Contractor directions and instruction from the Engineer or the Engineer's Representative.

b) Epidemics:

In the event of any outbreak of illness or an epidemic nature, the Contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with and overcoming the same.

4.5.8 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 labours engaged by them, before commencing the work at site.

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

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

The Contractor shall, if required by the Engineer or its representative(s), deliver to the Engineer or its representative(s) 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 or its representative(s) may require.

- a) Submission of labour Reports by Every Month: The contractor shall submit, by the 8th and 23th of every month, to the Engineer or its representative(s) a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.
 - a. The number of laborers employed by him on the work.
 - b. Their working hours.
 - c. The wages paid to them.
 - d. 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
 - e. The number of female workers who have been allowed Maternity Benefit and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding ₹200/- for each default or materially incorrect statement. The decision of the Engineer or its representative(s) 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 18 Years: No labour below the age of 18 years shall be employed, in compliance with applicable labour laws

4.5.9 Contractor's Personnel:

The Contractor's Personnel shall be appropriately qualified, skilled, and experienced in their respective trades or occupations wherever required. The Contractor shall employ such skilled, semi-skilled labour as is necessary for proper, timely execution of work.

The Engineer may require the Contractor to remove (or cause to be removed) any person employed on the Site or Works, including the Contractor's Representative if applicable, who:

- a) persists in any misconduct or lack of care,
- b) carries out duties incompetently or negligently,
- c) fails to conform with any provisions of the Contract, or
- d) persists in any conduct, which is prejudicial to safety, health, or the protection of the environment.

If appropriate, the Contractor shall then appoint (or cause to be appointed) a suitable replacement person.

4.5.10 Wage Records:

The Contractor shall maintain records of wages and other remuneration paid to his employees in such forms as may be convenient and to the requirements of the Engineer and conciliation officer, Central Ministry of Labour, Government of India or such other authorized persons appointed by the State Government. The Contractor shall also exhibit the different notices as required under the Minimum Wages Act, 1949, Payment of Wages Act, 1936 and other Acts, Rules and Regulations made there under from time to time.

4.5.11 Accidents:

The Contractor shall within 24 hours of the occurrence of any accident at or about the site or in connection with the execution of the work report such accidents to the Engineer /Engineer's Representative. The Contractor shall also report such accidents to the competent authorities to whom such report is required to be sent as per prevailing law.

4.5.12 Records of Contractor's Personnel and Equipment:

The Contractor shall submit if required, to the Engineer, details showing the number of each class of Contractor's Personnel and of each type of Contractor's Equipment on the Site. Details shall be submitted each calendar month, in a form approved by the Engineer, until the Contractor has completed all work.

4.5.13 Disorderly Conduct:

The Contractor shall at all times take all reasonable precautions to prevent any unlawful, riotous or disorderly conduct by or amongst the Contractor's Personnel, and to preserve peace and protection of persons and property on and near the Site.

4.5.14 Observance by Sub-Contractors:

The Contractor shall be responsible for observance by his Sub-Contractors of the foregoing provisions.

4.5.15 Remedial Action by the Employer:

If as a result of Contractor's failure, negligence, omission, default, or non-observance of any provisions of any laws, the Employer is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Employer shall be entitled to deduct the same from any sums of money due or that they become due to the Contractor under this Contract or any other Contract or otherwise recover from the Contractor any sums which the Employer is required or called upon to pay or reimburse on behalf of the Contractor. All registration and statutory inspection fees in respect of his work pursuant to the Contract shall be paid by the Contractor.

4.6 CONTRACT ADMINISTRATION:

4.6.1 Contractor's Primary Responsibility for Execution:

The Contractor shall be solely and primarily responsible for the execution, completion, and maintenance of the Works in accordance with the provisions of the Contract. The Contractor shall ensure that the Works are carried out in conformity with the

specifications, drawings, and instructions mentioned in the Contract and issued by Engineer or his representative, and shall complete the Works within the stipulated time, cost, and quality parameters.

4.6.2 Planning, Work Programme and Methodology:

The Contractor shall, within the time specified in the Contract, submit for approval a detailed Work Programme, Method Statements, and Quality Assurance Plan indicating the sequence and manner in which the Works are proposed to be executed. The Contractor shall periodically update such programme to reflect actual progress, variations, and revised schedules, and obtain necessary approvals from the Engineer.

4.6.3 Mobilization of Resources

The Contractor shall be responsible for timely mobilisation of all resources required for execution of the Works, including labour, materials, plant, machinery, and site infrastructure. The Contractor shall ensure that the resources committed at the time of bidding if any are deployed at site and are adequate for meeting the contractual milestones and completion schedule.

4.6.4 Deployment of Personnel and Equipment

The Contractor shall deploy qualified and experienced personnel, including key technical staff, and maintain adequate plant and equipment in good working condition throughout the execution of the Contract. Any substitution of key personnel shall be made only with prior approval of the Engineer and in accordance with the provisions of the Contract.

4.6.5 Materials and Quality Control

The Contractor shall ensure timely procurement and supply of all materials required for the Works. All materials shall conform to the specifications and shall be subject to prior approval of the Engineer wherever required. The Contractor shall carry out all necessary tests and quality checks in accordance with the Quality Assurance Plan and maintain proper records thereof.

4.6.6 Progress Reporting and Monitoring

The Contractor shall submit periodic progress reports, including monthly MIS reports, in the format prescribed in the Contract. Such reports shall include physical and financial progress, deployment of resources, quality control results, photographs/videos of the Works, and details of any delays, hindrances, or disputes. The Contractor shall participate in review meetings as required by the Engineer or DPA.

4.6.6.1 Structure of Progress Reports in case of Works value more than 10Crores.

The Contractor shall, for works of such value as specified in the Contract, submit monthly progress reports in a computerized format through a Management Information System (MIS), in such form and manner as may be prescribed by the Engineer / DPA.

The progress report shall, inter alia, include the following details:

- (i) **Project Information:** Brief particulars of the project, including key features of the Contract.
- (ii) **Introduction and Scope:** A concise description of the scope of work and major structural or functional components.
- (iii) **Construction Schedule:** A detailed schedule of various components of the Works, represented through bar charts or equivalent tools, indicating milestones, targeted activities, and progress achieved, including projections for the next specified period as agreed.
- (iv) **Progress Status:** Component-wise progress indicating planned versus achieved targets for the reporting period and cumulatively, along with reasons for deviations, if any, presented in tabular form.
- (v) **Plant and Machinery Statement:** Details of plant, machinery, and equipment deployed at site, including their operational status.
- (vi) **Manpower Statement:** Details of personnel deployed, including names, designations, and roles of key staff.
- (vii) **Financial Progress:** Summary of financial status, including gross value of work executed, advances received, recoveries made, amounts withheld, net payments received, and details of payments.
- (viii) **Contractual and Financial Instruments:** Details of extra and substituted items, payments received against them, status of Bank Guarantees (including validity), insurance policies, and advances received and adjusted.
- (ix) **Photographic Evidence:** Colour photographs of various components of the Works executed up to the reporting period, demonstrating actual physical progress.
- (x) **Quality Assurance and Control:** Details of quality assurance and quality control tests conducted during the period, along with results and compliance status.
- (xi) **Hindrances/Constraints:**
Details of any delays, obstructions, or constraints affecting progress, along with proposed mitigation measures.
- (xii) **Disputes:** Details of disputes, if any, arising during the execution of the Contract.

Review and Monitoring

The Contractor shall participate in **periodic progress review meetings**, which may be conducted on a monthly or fortnightly basis by the Engineer and/or DPA to assess progress and ensure adequate deployment of resources for timely completion of the Works.

4.6.7 Subcontracting

The Contractor may subcontract portions of the Works only with prior approval of the Employer (DPA), consistent with **Clause 4.4.3** and within the limits specified in the Contract. Notwithstanding such approval, the Contractor shall remain fully responsible and liable for the acts, omissions, performance, and compliance of all subcontractors. Unauthorised subcontracting shall constitute a breach of Contract.

4.6.8 Safety, Health and Environmental Obligations

The Contractor shall be fully responsible for ensuring safety at the work site, including the safety of workers, the public, and third-party property. The Contractor shall comply with all applicable laws, regulations, and standards relating to safety, health, labour welfare, and environmental protection. Adequate safety measures, protective equipment, training, and supervision shall be provided at all times.

4.6.9 Statutory and Legal Compliance

The Contractor shall comply with all applicable laws, including labour laws, environmental regulations, and statutory requirements. The Contractor shall maintain all necessary records, registers, and returns and shall be solely responsible for any liabilities arising from non-compliance.

4.6.10 Performance Security and Financial Obligations

The Contractor shall maintain the Performance Security in the form and amount specified in the Contract throughout the currency of the Contract. The Contractor shall ensure adequate financial resources for execution of the Works and shall be responsible for all financial commitments related to the Contract.

4.6.11 Responsibility for Assets and Materials

Any materials, equipment, documents, or assets provided by the Engineer / DPA shall remain the property of the Procuring Entity and shall be used solely for the purposes of the Contract. The Contractor shall be responsible for their proper custody, use, and return in good condition, and shall be liable for any loss or damage.

4.6.12 Indemnity and Liability

The Contractor shall indemnify to the extent arising out of Contractor's acts, omissions, or negligence and hold harmless the DPA against any claims, damages, losses, or liabilities arising out of the execution of the Works, including those related to intellectual property rights, third-party claims, and statutory violations.

4.6.13 Insurance Indemnity and Liability

Insurance provisions are valuable risk management tools. The Contractor must ensure the following:

- a) The insurance policies are in place in accordance with the Contract.
- b) The coverages are adequate and within the thresholds specified in the Contract.
- c) The insurance policies contain the essential information such as coverage, duration, applicability, and so on.
- d) Due diligence is applied to checking the authenticity of the insurance document and payment of insurance premiums.

The Contractor must take insurances against vicarious liabilities that may arise for the Engineer / DPA i.e. under labour laws and workmen compensation.

Before commencing of execution of works the contractor shall insure against any damage, loss or injury which may occur to any property including that of the Employer or to any person including any employee of the Employer or arising out of the execution of the works in carrying out of the contract.

Minimum Amount of Insurance: Such Insurance shall be effected with an insurer for at least the awarded value of the contract and the contractor shall produce to the Engineers representative the policy or policies of insurance and receipts for payment of the current premiums, which is mandatory before admitting any bills for payment by Employer.

4.6.14 Provision of Site and Prerequisites

DPA shall endeavour to make available the site for execution of the Works and shall obtain, to the extent possible, the necessary land, clearances, and statutory approvals if coming under the scope of DPA required for commencement of the Works.

4.6.15 Approvals and Decisions

DPA shall provide approvals, instructions, and decisions as required under the Contract in a timely manner to facilitate smooth execution of the Works.

4.6.16 Payments and Financial Administration

DPA shall process and release payments to the Contractor in accordance with the terms of the Contract, subject to certification and verification by concerned officials of DPA and as per procedure in vogue.

4.6.17 Review and Coordination

DPA shall conduct periodic review meetings and facilitate coordination among stakeholders to ensure timely and quality completion of the Works.

4.6.18 Contract Amendments and Governance

Any amendment to the Contract shall be carried out in accordance with the provisions of the Contract and with due approvals of the Competent Authority. DPA shall ensure transparency, fairness, and compliance with applicable rules and procedures.

4.6.19 Principle of Responsibility Allocation

Notwithstanding the roles of the DPA in facilitating, supervising, and administering the Contract, the primary responsibility for execution, safety, quality, and timely completion of the Works shall rest with the Contractor. The DPA's role shall be limited to monitor, facilitation, and contract administration, and shall not relieve the Contractor of its contractual obligations.

4.7 PLANT, MATERIALS AND WORKMANSHIP:

4.7.1 Manner of Execution:

The Contractor shall, at his own costs and expenses, provide all labour, plant & equipment, materials, stores, etc. required for efficiently carrying out and completing the work to the satisfaction of the Employer within the stipulated time period as per Scope of Work and Specifications.

All plant & equipment and materials and workmanship shall be of the respective kinds described in the Contract and in accordance with Engineer's instructions and shall be subjected to such tests specified in the Contract.

4.7.2 Quality Assurance:

The Quality Assurance Plan defines the methodology to be used to ensure quality of goods / services involved in the work. The Contractor shall prepare and submit a Quality Assurance Plan (QAP) detailing standard, specifications, inspection procedures, testing methods, frequency, and reporting mechanisms. The Contractor shall submit a quality assurance plan (QAP) for acceptance by the Engineer if specified in the Contract.

4.7.3 Inspection:

The Engineer or his designated Representative(s) shall at all reasonable times:

- a) have full access to Contractor or its sub-contractor(s) / its manufacturer(s) premises / work site where the Plant and Equipment are being manufactured or the facilities are being installed / executed, and
- b) During production, manufacturing, and construction (at the Site and elsewhere), be entitled to examine, inspect, measure and test the materials and workmanship, and to check the progress of manufacture of materials.

The Contractor shall give the Employer's Personnel full opportunity to carry out these activities, including providing access, facilities, permissions and safety equipment.

4.7.4 Test

The Contractor shall at its own expense carry out at the place of manufacture and / or on the Site all such tests of the Plant and Equipment and any part of the Work / Facilities as are specified in the Contract or as per approved QAP.

Unless otherwise specified,

- a) Works where supply of plant & equipment are not included in scope of Contractor, test & inspection shall be done by Engineer or his Representative on quality of workmanship of work.
- b) The contractor shall submit, if necessary, test guarantee certificates / internal inspection report / manufacturer certificates towards acceptance of plant equipment. Inspection of works at site shall be carried out on the basis of workmanship and performance tests.
- c) Works where supply of plant & equipment are included in scope of Contractor and if such tests are clearly intended by or provided for or inferred from the Contract or Specifications or Bill of Quantities, the test & inspection of all such specified plant & equipment / items shall be carried out at Contractor / sub- contractor(s) / manufacturers' premises as per approved QAP. For the rest of the equipment / items, the Contractor shall submit test guarantee certificates/internal inspection report / manufacturer certificates. Tests & Inspection of works at site shall be carried out on the basis of workmanship and performance standards and as per approved

QAP.

The Engineer or his designated representative(s) shall be entitled to attend the aforesaid test and / or inspection, provided that the Employer shall bear costs and expenses incurred in connection with such attendance including, but not limited to, all travelling and board and lodging expenses.

Whenever the Contractor is ready to carry out any such test and / or inspection, the Contractor shall give a 7-day advance notice of such test and / or inspection. The Engineer shall then either carry out the examination, inspection, measurement or testing without unreasonable delay, or promptly give notice to the Contractor that the Engineer does not require to do so. If the Contractor fails to give the notice, he shall, if and when required by the Engineer, carry out any such test and / or inspection and thereafter reinstate and make good, all at the Contractor's cost. The Contractor shall provide the Engineer with a certified report of the results of any such test and / or inspection.

If any Plant and Equipment or any part of the Facilities fails to pass any test and/ or inspection, the Contractor shall either rectify or replace such Plant and Equipment or part of the Facilities and shall repeat the test and / or inspection upon giving a notice.

The execution of a test and / or inspection of Plant and Equipment or any part of the Facilities,

or the attendance by the Employer or the Engineer, or the issue of any test certificate or waiver certificate shall not relieve the Contractor from any of its responsibilities under the Contract.

Employer's right to inspect, test and, where necessary, reject the Goods after the Goods arrival in Employer premises shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by Employer or its representative prior to the Goods' shipment from the place of origin.

4.7.5 Rejection:

If, as a result of an examination, inspection, measurement or testing, any Plant, Materials or workmanship is found to be defective or otherwise not in accordance with the Contract (all such matters being hereinafter, called 'Defects'), the Engineer may reject the Plant, Materials or workmanship by giving notice to the Contractor in writing of the said decision specifying particulars of the defects alleged to exist or to have occurred. The Contractor shall at his own expense and with all efforts would make good the defects so specified.

Further, Employer reserves the right to subject any part / component / equipment for re-test and on written instruction from Employer, the Contractor shall arrange for the re-test and the cost shall be reimbursed by Employer as per actual, only if the test results are satisfactory. In case of unsatisfactory test results, the part / component / equipment shall be rejected, and the Contractor shall be responsible for replacing the item at his own cost and also bear the cost of the re-test.

4.7.6 Remedial Work:

Not with standing

- a) remove from the Site and replace any Plant or Materials which is not in accordance with the Contract,
- b) remove and re-execute any previous test or certification, the Engineer may instruct the Contractor to any other work which is not in accordance with the Contract, and
- c) execute any work which is urgently required for the safety of the Works, whether because of an accident, unforeseeable event or otherwise.

The Contractor shall comply with the instruction within a reasonable time, which shall be the time (if any) specified in the instruction, or immediately if urgency is specified under sub-paragraph (c). If the Contractor fails to comply with the instruction, the Employer may take, at the cost and risk of the Contractor, such steps as may in all circumstances be reasonable to make good such defects. The expenditure so incurred by the Employer will be recovered from the amount due to the Contractor. The decision of the Engineer with regard to the amount to be recovered from the Contractor will be final and binding on the Contractor.

4.8 COMMENCEMENT, TIME MONITORING AND DELAYS:

4.8.1 Commencement of Work:

Work order should be issued within 14 days (National Bid) 2 weeks & 28 Days (Global Bid) from the date of the LoA subject to fulfilling the conditions as mentioned in **Clause No. 2.26.3 and 2.27.1 of ITB (Section-II)** unless otherwise extended by Employer. The issuance of Work Order will be treated as Date of Commencement. The Contractor shall proceed with the Works with due expedition and without delay. Within the 15 to 30days of issuance of Work Order Contractor should submit to the Engineer

- (a) the Work Program including the measures proposed by him for work zone safety and mitigation of environmental impact (wherever applicable)
- (b) Methods Statement which the Contractor proposes to adopt for execution of the works, (wherever applicable) and
- (c) the quality assurance plan (wherever applicable)

4.8.2 Time of Completion / Period of Contract:

The Contractor shall complete the whole of the Works, and each Section (if any), within the Time for Completion as indicated in Work Order / Letter of Acceptance for the Works or Section (as the case may be), including:

- a) achieving the passing of the Tests on Completion, and
- b) Completing all work, which is stated in the Contract as being required for the Works or Section to be considered to be completed for the purposes of taking over under **Clause 4.10 [Acceptance]**.

4.8.3 Work Program / Time Schedule/ Bar Chart:

If specified in the Contract, The Contractor shall submit a Time Schedule / Bar Chart

within 5 to 30 days of issuance of Work Order. The schedule / 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. Unless the Engineer, within 15 days after receiving bar chart, gives notice to the Contractor stating the extent to which it does not comply with the Contract, the Contractor shall proceed in accordance with the bar chart. If, at any time, the Engineer gives notice to the Contractor that time schedule fails (to the extent stated) to comply with the Contract or to be inconsistent with actual progress and the Contractor's stated intentions, the Contractor shall submit a revised time schedule / bar to the Engineer.

4.8.4 Force Majeure (FM) Clause

Conditions beyond control of either parties like war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions shall entitle the affected party to relief including Extension of Time, and where applicable, suspension of obligations without liability for damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 120 days, either party may at its option terminate the contract by giving notice to the other party.

4.8.5 Extension of Time (EOT)

4.8.5.1 Notice of Delay

If at any time during the execution of the Works, the Contractor considers that completion of the Works or any part thereof is or is likely to be delayed, the Contractor shall forthwith, and in any event within a reasonable time, give notice in writing to the Engineer/DPA, specifying:

- (a) the cause and nature of such delay;
- (b) the estimated duration thereof; and
- (c) the anticipated impact on the Time for Completion.

The Contractor shall, always, use reasonable endeavours to prevent or mitigate the effects of such delay. Failure to provide such notice within a reasonable time may be considered while determining any entitlement to Extension of Time (EOT).

4.8.5.2 Entitlement to Extension of Time

Subject to the provisions of this Contract, the Contractor shall be entitled to an Extension of Time only to the extent that completion of the Works is or will be delayed by any of the following causes:

- (a) Force Majeure events, including but not limited to natural calamities, abnormal weather conditions, floods, or other events beyond the control of

the Contractor;

- (b) any act, omission, default, or delay of the Employer, Engineer, or other contractors engaged by the Employer;
- (c) variations, alterations, or changes in the scope of the Works, or suspension of work ordered by the Employer; or
- (d) any other cause expressly provided for in the Contract.

Delays attributable to the Contractor's own acts, omissions, negligence, lack of due diligence, or default shall not entitle the Contractor to EOT, save as provided under Clause 4.8.5.4

4.8.5.3 Determination of Extension of Time

Upon receipt of a notice under Clause 4.8.5.1, the Engineer/DPA shall, after due consideration of the facts and relevant records:

- determine the cause or causes of delay;
- classify such delay as excusable, compensable, concurrent, or attributable to the Contractor; and
- assess the extent to which such delay has affected or is likely to affect the critical path and the Time for Completion.

The Engineer/Employer shall determine and grant such Extension of Time as is reasonable and justified, and shall notify the Contractor in writing accordingly. Such determination shall be made expeditiously during the progress of the Works, and interim extensions may be granted where considered necessary.

4.8.5.4 Effect of Delay Attribution:

- a) Delays not attributable to the Contractor:

Where the delay is determined to be due to causes not attributable to the Contractor, Extension of Time shall be granted without levy of Liquidated Damages, and the Contractor shall be entitled to relief as per Contract provisions.

- b) Delays attributable to the Contractor:

Where the delay is attributable, in whole or in part, to the Contractor, Extension of Time may be granted subject to levy of Liquidated Damages (LD) and other applicable provisions of the Contract.

4.8.5.5 Procedure for Grant of Extension:

- No Extension of Time shall be granted as a matter of course and shall ordinarily be based on a written application made by the Contractor.
- All Extensions of Time shall be subject to approval by the DPA
- Every order granting Extension of Time shall expressly specify:
 - (i) the period of extension granted; and

(ii) whether Liquidated Damages are applicable or waived.

4.8.5.6 Liquidated Damages:

Where Extension of Time is granted subject to levy of Liquidated Damages, the same shall be expressly recorded in the order granting such extension, failing which it may be construed that Liquidated Damages for the relevant period have been waived.

4.8.5.7 Non-Waiver of Rights:

The grant of Extension of Time or any communication issued in connection therewith shall not be deemed to constitute a waiver of any rights, claims, or remedies of the Employer under the Contract, unless expressly stated otherwise.

4.8.5.8 Contractor's Continuing Obligations:

Notwithstanding the grant of Extension of Time, the Contractor shall remain bound to:

- proceed with the Works with due diligence and expedition;
- deploy adequate resources to minimize delay; and
- complete the Works in accordance with the provisions of the Contract.

4.8.6 Levy of Liquidated Damages

If the Contractor fails to complete the whole or any part of the Works within the Time for Completion, including any validly extended period, the Engineer/DPA shall, without prejudice to any other rights or remedies under the Contract or law, be entitled to levy Liquidated Damages (LD) for the period of delay. The parties agree that the LD specified herein represents a genuine pre-estimate of the loss likely to be suffered and is not in the nature of a penalty.

a) Rate and Ceiling of LD

Unless otherwise specified in the Contract Data, LD shall be levied at the following rates:

- i) Repair works up to ₹20 lakh:
1% (one percent) of the Contract Price per week or part thereof of delay.
- ii) All other works:
0.5% (half percent) of the Contract Price per week or part thereof of delay

b) The total LD shall be subject to:

- i) A maximum of 5% (five percent) of the Contract Price; and
- ii) A maximum of 10% (ten percent) of the Contract Price in cases of inordinate delay, as determined in accordance with the Contract.

For the purpose of this Clause, Contract Price shall include:

- i) Approved variations, and

ii) All applicable taxes and duties.

c) Basis of Calculation in Case of Variations

Where the Contract provides for Price Variation Clause (PVC) or statutory price adjustments, LD shall be computed on the Contract Price excluding GST but include approved variations.

d) Recovery and Accounting of LD

LD shall be recoverable by the Engineer/DPA from:

- i) Any amounts due or becoming due to the Contractor, or
- ii) Any other lawful means.

e) Applicability and Limitations

LD shall apply only to delayed execution of the Works or identifiable part thereof.

Where:

- No work has been executed or delivered, and
- The Contract is terminated,

the Engineer/DPA shall not be entitled to levy LD, and recovery shall be limited to actual damages/losses suffered due to breach of Contract, in accordance with law.

4.8.7 Extension of Time and Non-Waiver

Grant of extension of time, whether with or without reservation of the right to levy LD, shall not constitute a waiver of the right of the Engineer/DPA to:

- a) Impose LD for delay, or
- b) Recover damages in accordance with the Contract and applicable law.

4.8.8 Inordinate delays:

In-ordinate delays refer to delays exceeding one-fourth of the stipulated contract period, such as a delay beyond three months in a 12-month contract, and may be treated as a confirmed record of poor performance. Before declaring such poor performance, the Contractor may be issued a show cause notice to explain the delay. If the delay remains unjustified, it may be recorded as poor performance, which can be considered during the Contractor's qualification assessment in future tenders issued by the same Contracting Authority. However, if the Procuring Entity decides to allow the Contractor to continue the work despite the inordinate delay, the maximum limit of Liquidated Damages (LD) may be increased to 10% of the total contract value instead of the usual 5%, as per the relevant provisions.

4.8.9 Denial Clause

If delay in execution of the works is attributable to the Contractor, any extension of time

(EOT) granted by the Purchaser/DPA shall be subject to a denial clause, in addition to levy of Liquidated Damages (LD), whereby the Contractor shall not be entitled to any increase in contract price during the extended delivery period on account of escalation in statutory duties, taxes or levies, upward variation under the Price Variation Clause (PVC), or adverse fluctuation in foreign exchange rates, and all such increases shall be borne by the Contractor; however, the Purchaser/DPA shall retain the right to the benefit of any reduction in statutory duties, taxes or levies, downward price variation under PVC, or favorable foreign exchange fluctuations during the extended period, and accordingly, all such variation clauses shall be applicable only up to the original contractual delivery period and shall not apply during the extended period attributable to the Contractor.

4.8.10 Time At Large

To ensure that time for completion does not become at large and without prejudice to Clause 4.8.5.7, the DPA shall, as far as practicable and preferably prior to the expiry of the Time for Completion, grant an Extension of Time by fixing a revised date for completion in accordance with the provisions of this Contract.

Any such extension shall be communicated in writing and shall expressly provide that:

- (a) the revised Time for Completion shall remain binding under the Contract;
- (b) such extension is granted without prejudice to the DPA's right to recover Liquidated Damages (delay damages) in accordance with the Contract; and
- (c) all other rights and remedies of the DPA under the Contract shall remain unaffected.

4.9 TESTS, IF ANY ON COMPLETION OF ERECTION & INSTALLATION AT EMPLOYER'S SITE:

- (a) On completion of erection / installation of the items under the work / facilities by the Contractor and also when trial runs & final adjustments at the site are completed in accordance with the Contract, the Contractor shall give the Engineer or its representative(s) notice in writing thereof and before making the tests on completion of 7 days' notice in writing of the date on which he will be ready to make the said tests in accordance with and in the manner prescribed in the specifications.
- (b) If any portion of work falls under the tests to fulfil the Contract conditions, tests of the faulty portion shall, if required by the Engineer or its representative(s) or by the Contractor, be repeated within a reasonable time upon the same terms and conditions.
- (c) If the Contractor neglects to make the 'Performance test' within the time stipulated, Employer shall nevertheless have the right of using the Installations at the Contractor's risk until the 'Performance test' is successfully carried out.

4.10 ACCEPTANCE:

Upon successful tests under **Clause No. 4.9 [Tests, If Any on Completion of Erection**

& Installation At Employer's Site], upon completion of work under this contract, the Engineer may accept the works and/or services, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. Further, no work shall be treated as 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.

The Engineer may, at the sole discretion of the Employer, may accept part or section work if it is substantially completed.

The Contractor shall submit to the Engineer the "as-built" documents and operation and maintenance manuals in accordance with the Specification and in sufficient detail for the Employer to operate, maintain, dismantle, reassemble, adjust and repair this part of the Works. Such part shall not be considered to be completed for the purposes of acceptance until these documents and manuals have been submitted to the Engineer.

As soon as the works have been completed in accordance with the contract and have passed the tests on completion, the Employer shall issue a certificate in which he shall certify the date on which the works have been so completed and have passed the said tests, and the Employer shall be deemed to have taken over the works on the date so certified.

4.11 DEFECT LIABILITY / WARRANTY:

- 4.11.1** The Contractor shall warrant that the work or any part thereof under this contract will comply strictly with the contract or superior to what is defined, shall be first class in every particular case and shall be free from defects. The Contractor shall further warrant that all materials, equipment, and the supplies furnished by him will be new and fit for their intended purposes.
- 4.11.2** The warranty period shall be for a period of one year from the date of completion of the installation of the entire satisfaction of the works unless otherwise specified in the Scope of Work / Special Condition of Contract.
- 4.11.3** If during the Defect Liability Period any defect be found in materials and workmanship or of the work executed by the Contractor, the Contractor upon being notified, shall promptly, in consultation and agreement with the Employer and at its cost, repair, replace or otherwise make good such defect as well as any damage to the goods & services and materials caused by such defect within a specified time or a mutually agreed time between the Contractor & Employer.
- 4.11.4** If the work or any part thereof cannot be used by reason of such defect and / or making good of such defect, the Defect Liability Period of the work or such part, as the case may be, shall be extended by a period equal to the period during which the work or such part cannot be used by the Employer because of any of the aforesaid reasons. In addition, the Contractor shall also provide an extended warranty for any such replaced or repaired component of the work for the period of minimum 12 months or as it may be stipulated in Contract Technical Specifications. Such obligation shall be in addition to the defect

liability specified under **Clause 4.11.2** hereof.

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

4.11.6 In the event of repeated failure of any component or material or fitting, within the warranty period, it shall be treated as failure on the part of the Contractor and the Contractor shall have to promptly rectify the same at his own cost failing which Employer shall have the right to recover the cost from any other outstanding amount of the Contractor lying with Employer and / or any amount that may become due to the Contractor and the Contractor shall be debarred to participate in any of the tender of Employer in future.

4.12 VARIATIONS:

The variation or additional work must be a necessary part within the scope of the original works and should not completely change the scope/ character and purpose of the original contract. The variation may result in additional or reduced payments to the contractor or there may be no price change at all.

4.12.1 Variation means:

- 4.12.1.1 increase or decrease in the quantity of any work included in the BOQ of the contract.
- 4.12.1.2 omission of any such work (but not if the omitted work is to be carried out by the Employer by another contractor);
- 4.12.1.3 change in the character or quality or kind of work.
- 4.12.1.4 change in the levels, lines, position and dimensions of any part of the work.
- 4.12.1.5 additional work of any kind necessary for the completion of the works; and
- 4.12.1.6 change of the specified sequence or timing of construction of any part of the works.

At any time during the execution of the contract, by a written notice to the Contractor (Change Order), variations as specified above may be made in the scope of contract by Representative of Engineer, with due approval of competent authority.

4.12.2 Valuation of Variations:

Variations as specified in **clause 4.12.1** shall not 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 Engineer, 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 Engineer taking into account the market rate and labour cost at the site for similar works and shall be final.

4.12.3 Deviations from the specifications contained in the contract 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 meets the functional requirements and has been accepted by the Employer. 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.

4.12.4 Adjustments for Changes in Legislation:

If during the period of the contract, any statutory regulations or bye-laws, new tax / duty / cess or any other charge is imposed / levied / come into force by the Government / any statutory authority having impact on the payable amount to the Contractor only to the extent of the services to be rendered after commencement of work, then the same would be paid by DPA to the contractor at actual on production of relevant proof.

4.13 MEASUREMENT:

Unless otherwise specified:

- (a) measurement shall be made of the net actual quantity of each item of the Permanent Works, and
- (b) The method of measurement shall be in accordance with the Bill of Quantities or other applicable Schedules.
- (c) **Measurement of Works:**
 - (i) All works shall be measured and recorded in Measurement Books (MB) or Electronic Measurement Books (e-MB).
 - (ii) Measurements shall be taken jointly by the authorised representative of the Engineer and the Contractor.
 - (iii) The Contractor shall provide all assistance required for measurement.
 - (iv) No work shall be covered without prior approval; failing which, the Contractor shall uncover such work at his own cost or forfeit payment.
 - (v) Recording of measurements shall not relieve the Contractor of responsibility for defects or over-measurement.

4.14 CONTRACT PRICE AND PAYMENT:

4.14.1 The Contract Price:

The Contract Price as specified in Letter of Acceptance / Work Order shall be for the entire Scope of the work towards execution and completion of the Works and the remedying of any defects. Price Schedule or Bill of Quantity of Contract Price is attached with Letter of Acceptance / Work Order.

4.14.2 Firm Contract Price:

The contract shall be firm, not subject to any escalation except in the event of a change in the scope of work or specification or as otherwise provided in the Contract.

4.14.3 Executed Contract Value:

The Employer hereby agrees to pay to the Contractor the Contract Price in consideration

of the performance by the Contractor of its obligations and includes adjustments in accordance with the Contract or such other sums as may be determined in accordance with the terms and conditions of the Contract.

4.14.4 Payment Terms:

The contractor shall submit the Tax invoice as per the provision of the GST Act and rules. Monthly / Running Bill/ Interim payment will be made after the satisfactory completion of the respective/ work within 15 working days from the date of receipt of the complete and correct invoices & relevant documents and unless any objection to such a bill is raised by the Engineer or its representative. The contractor may be requested to provide proof of payment details to the workers should be furnished. Deductions & Recoveries will be made as per conditions of the contract. The quantity given in the Price Schedule / BOQ is only approximate and payment will be made as per the actuals.

100% Monthly / Running Bill/ Interim payment in respect of item executed / supplied will be released after deducting 5% as retention money towards security deposit.

4.14.5 Taxes & Duties:

The Contractor shall pay all taxes, duties, cess, levies if any, fees and all other dues required to be borne & paid by him under the Contract, and the Contract Price shall not be adjusted for any of these costs except as stated in **Sub-Clause 4.12.4 [Adjustments for Changes in Legislation]** on production of documentary evidence by the Contractor.

The Contractor shall bear and pay all the liabilities in respect of non- observance of all legal formalities as per various statutory provisions.

4.14.6 Goods and Service Tax:

4.14.6.1 The GST shall be paid by the Employer at the rates applicable from time to time on submission of bills / invoices as prescribed under GST rules mentioning the full details regarding the Name, Address, GST Registration Number of the bidder along with the description, classification and value of taxable services and GST payable thereon. The GST shall be reimbursed to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

4.14.6.2 The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017. [As per CGST Act, 2017] and shall be deducted at such rate as may be specified from the invoice of the Contractor.

4.14.7 HSN Code and GST Rate:

- a) If provided in the Tender Document, the HSN (Harmonized System of Nomenclature) code for the goods/ services is only indicative. The bidder shall be responsible for ensuring that they quote the correct HSN Code and corresponding GST rate for the works they offer.

4.14.8 Income Tax:

Income tax will be deducted at the rates as applicable from time to time. It is open to the

contractor to make an application to the concerned Income Tax Authorities to obtain a certificate from them authorizing the department to deduct income tax at such a lower rate or deduct no tax as may be appropriate to his case. Such a certificate will be valid for the period specified therein unless it is cancelled by the Income Tax authorities earlier.

4.14.9 E-payment:

The Bidder should submit the consent in a mandate form for receipt of payment through EFT and provide the details of bank A/c in line with RBI guidelines for the same. These details will include bank name, branch name & address, A/c type, bank A/c no., bank and branch code as appearing on MICR cheque issued by the bank. Further, the Contractor should also submit a certificate from their bank certifying the correctness of all the above-mentioned information in the mandate form. In case of non-payment through NEFT or where NEFT facility is not available, payment will be released through cheque.

4.14.10 Deduction / Recoveries:

- 4.14.10.1 Deduction of taxes at source shall be made from the bill of the Contractor in accordance with the prevailing rules & regulations of Employer.
- 4.14.10.2 While performing under the contract, the damages caused by the Contractor or his/her workmen to any of the Employer's shall be promptly made good by the Contractor at his/her own cost. In case the Contractor fails to repair/replace the damage, DPA 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 shall be conclusive.
- 4.14.10.3 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 including Security Deposit and Performance Security

4.14.11 No Interest on Account of Delayed Payments:

Any claim for interest will not be entertained by the Employer with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on part of the Employer in making payment.

4.15 CLOSURE OF CONTRACT:

4.15.1 Completion of Construction / Execution

- a) When the work has been executed and the assets created commissioned, the Contractor should request the Engineer / DPA to issue a 'completion certificate'. The Contractor may, if so specified, submit the following documents along with his request for completion certificate: (a) completion drawings of the entire project and (b) videography/photographs of the works covering various phases

of the project. Reasonable advance information of completion of work should be given to the Engineer /DPA to enable them to plan for taking over.

- b) Engineer / DPA may carry out detailed joint inspection of the commissioned project with the contractor to ensure that no deficiencies are there before taking over. “As built” drawings of the work shall be got prepared through the contractor or otherwise to facilitate proper maintenance of the assets, additions to the assets at subsequent dates etc. and to form part of the records of DPA.
- c) The Contractor would be responsible for obtaining Completion Certificates for completed Work and Facilities before handing over the same to ‘DPA’ for putting them to functional use.
- d) Before the completed work is taken over by DPA, it must ensure that the Contractor restores to original status - the auxiliary services/ facilities (Roads, Sewerage, utilities, including removal of garbage and debris) affected during the construction process.
- e) The Contractor shall hand over to DPA completed Work including all Services and Facilities constructed in accordance with the Approved Plans, Specifications fulfilling all agreed techno-functional requirements along with Inventory if any, As built - Drawings, Maintenance Manual/ Standard Operating Procedure (SOP) for Equipments and Plants, all clearances /Certificates from Statutory Authorities, Local Bodies etc.
- f) On completion of the work, a Project Completion Report (PCR) if requested by DPA shall be submitted by The Contractor duly bringing out the Final Project Completion Cost, Total Time period taken to complete the work and also completed Project Components as against the approved Cost, Time and Project Components.

4.15.2 Completion of Contract

The contract is not to be treated as completed until a Defects Liability Certificate (DLC) has been issued. There will be only one DLC. It will be issued when the contractor has completed all his obligations under the contract. While making the final payment to the contractor and before releasing the PBG, it should be ensured that there is nothing outstanding from the contractor. Before the bank guarantee is released a “no claim certificate” will be taken from the contractor. At least in large contracts (above ₹25 (twenty-five) lakh), it should be ensured that before the release of the bank guarantee (final payment, if there is no bank guarantee), the following reconciliations should be done across departments involved in the execution of the contract:

4.15.3 Material and Works Reconciliation

The Representative of Engineer should confirm that all Works ordered in the contract and paid for have been taken over in good condition and there is no shortcoming. Full reconciliation of all materials, machinery and assets provided to the contractor should be done including wastages and return of scrap/ off-cuts.

4.15.4 Reconciliation with the User Department

Besides Works reconciliation, the Representative of Engineer should certify in writing that the following activities (wherever applicable) have been completed by the contractor, to the Engineer's satisfaction, as per the contract:

4.15.4.1 Achievement of performance standards of Work;

4.15.4.2 Installation and commissioning, if any;

- a) Support service during the Defect Liability Period which has ended on as per the contract.
- b) As Built Drawings;
- c) Return of all ID cards, gate passes, documents, drawings, protective gear, material, equipment, facilities and assets loaned to contractor.

4.15.5 Payment Reconciliation

a) The Ministries/ Departments may reconcile payments made to the contractor to ensure that there is no liability outstanding against the contractor on account of:

- a) LD;
- b) Price reduction enforced on account of shortfall in standards of Work;
- c) Variations/ deviations from the scope of the contract;
- d) Overpayments/ duplicate payments, if any;
- e) Services availed from DPA and vacation thereof such as accommodation, electricity, water, security, transport, cranes and other machinery, and so on,
- f) Demurrage, insurance premiums or claims, and so on;
- g) Works reconciliation;
- h) Price variations;
- i) Statutory duties paid on behalf of the contractor by DPA; and
- j) On satisfactory reconciliation and against a "no claim certificate" from the contractor, the bank guarantee may be released and its acknowledgement taken from the contractor.

4.16 RESOLVING DISPUTES and CONFLICTS

4.16.1 Disputes

a) **General**

While no dispute is ordinarily expected after execution of a valid Contract, unforeseen circumstances may give rise to differences between the Engineer/DPA and the Contractor. Therefore, this Contract provides binding provisions for settlement of such disputes.

b) **Avoidance and Minimization of Disputes:**

The Parties shall act in a coordinated and collaborative manner to avoid disputes through effective communication and proper contract management. Disputes, if any, shall be addressed promptly and resolved in a cost-effective and efficient manner, preferably through amicable settlement. Delays in resolution may lead to escalation of costs, damage to relationships, and possible termination of the Contract.

c) **Policy Guidance**

As emphasized by the Department of Expenditure, Ministry of Finance, Parties shall endeavor to avoid or amicably settle disputes using available contractual mechanisms, taking pragmatic decisions in the larger public interest without denying genuine claims.

d) **Definition of Dispute**

“Dispute” means any disagreement arising out of or in connection with the Contract, including its interpretation, operation, or the rights and liabilities of the Parties, whether during or after completion/termination, excluding Excepted Matters, and which cannot be resolved amicably within **30 days** of notification by one Party to the other.

e) **Notice and Resolution Mechanism**

i) The aggrieved Party shall issue a **Notice of Dispute**, specifying the nature of the dispute, relevant contractual provisions, and claims, to the designated authority.

ii) The Dispute shall be resolved, prior to recourse to courts, through the following mechanisms in sequence, and the next stage shall be invoked only if the previous stage fails within the prescribed timeframe:

a) **Conciliation**

b) **Adjudication**

c) **Mediation**

d) **Arbitration** in accordance with the Arbitration and Conciliation Act, 1996

4.16.2 Expected Matters

Matters provided for in any clause of this Contract shall be deemed “Excepted Matters” (non-disputable/non-arbitrable), and the decisions of the Procuring Entity thereon shall be final and binding on the Contractor; such matters are expressly excluded from the Dispute Resolution Mechanism, including Arbitration, except where the Procuring Entity itself raises the dispute. Unless otherwise specified, Excepted Matters shall include, inter alia, third-party claims relating to bodily injury, death, property damage, or consequential loss arising out of the Contract (including rights of contribution/indemnity); issues relating to the pre-award tender process; ambiguities in contract terms not raised prior to signing; contractual actions including termination due

to fraud, corruption, debarment, criminal acts, or wilful negligence; matters under investigation by agencies such as the Central Bureau of Investigation or Vigilance authorities; and provisions arising from Government policies or beyond the Procuring Entity's control, including local content and Make in India requirements, restrictions on entities from countries sharing land borders with India, and purchase preference policies for MSEs and Start-ups.

4.16.3 Conciliation:

In case any dispute is not resolved amicably as provided in **Clause 4.16.2**, the Contractor may agree to refer the matter to the conciliation & settlement Committee established by the Employer. The procedure for reconciliation and settlement shall be followed as per the guidelines issued by the Ministry of Ports, Shipping and Waterways (Conciliation and Settlement Guidelines).

4.17 BREACH AND TERMINATION of CONTRACT:

4.17.1 Breach of Contract:

a) In case the contractor is unable to honour important stipulations of the contract or gives notice of his intention of not honouring or his inability to honour such a stipulation, a breach of contract is said to have occurred. Mostly, such breaches occur in relation to the performance of the contract in terms of inability to complete the Work within stipulated time or to meet other obligations. It could also be due to breach of ethical standards or any other stipulation that affects DPA seriously. As soon as a breach of contract is noticed, a show cause notice shall be issued to the Contractor, giving two weeks' notice, reserving the right to implement contractual remedies. If there is an unsatisfactory resolution, remedial action may be taken immediately.

b) In the event of a breach of contract by the contractor, the DPA may invoke one or more of following options:

4.17.1.1 **Temporary suspension:** order temporary suspension of work at the 'risk and cost' of the contractor if he is proving to be recalcitrant in meeting its obligations under the Contract.

4.17.1.2 **Withholding Payments:** withhold payments to the contractor until the breach is resolved.

4.17.1.3 **Imposing Liquidated Damages:** impose liquidated damages on the contractor for delays.

4.17.1.4 **Rectification of Defects:** require the contractor to rectify any defects or issues arising from the breach. This may involve additional work or corrections to ensure that the project meets the required standards.

4.17.1.5 **Dispute Resolution:** initiate dispute resolution mechanisms, such as mediation or arbitration, to address the breach.

4.17.1.6 **Completing the Work Otherwise:** upon such terms and in such manner as he

deems appropriate, take over the site to complete the works himself or with another contractor (at the risk and cost of defaulter) and use the Contractor's materials, equipment, and temporary works as deemed proper.

4.17.1.7 **Performance Security:** invoke the performance security provided by the contractor.

4.17.1.8 **Partial or full Termination:** terminate contract partially or fully on account of default by the contractor. In partial termination, the Contractor should continue to fulfil the contract to the extent not terminated.

- c) If termination takes place because of a fundamental breach/ insolvency on the part of the contractor, the Engineer / DPA shall issue a certificate for the value of work done, deducting from the amounts in respect of: (a) advance payments; (b) any recoveries; (c) taxes as due; and (d) percentage to apply to the work not completed as indicated in the contract data. If the total amount due to the DPA exceeds that due to the contractor, the difference will be a debt payable to the DPA. The Engineer / DPA may terminate a contract in the following cases. DPA is then free to take over the site and complete the works himself or with another contractor and use the contractor's materials, equipment, temporary works as he/ they think proper.

4.17.2 Termination of Contract for Default

- a) Without prejudice to any other remedy for breach of contract, such as removal from the list of enlisted contractors, by written notice of default sent to the Contractor, the contract may be terminated in whole or in part, if the contractor has:
- i) seriously or repeatedly breached the contract, including;
 - a) failure to complete the work within the time period(s) specified in the contract, or any extension thereof granted.
 - b) failure to obey instructions in relation to his progress or defective work, material or plant.
 - c) breach of the prohibition against sub-contracting.
 - d) Failure to supply sufficient and suitable constructional plant, temporary works, labour and material as proposed in the work programme.
 - e) Substantial suspension of work for more than the specified days without authority from the Engineer and failure to proceed with the work within the specified days of receipt of notice from the contract manager.
 - f) Failure to comply with the requirements regarding JVs.
 - i) committed fraud;
 - ii) If the contractor fails to perform any other obligation under the contract within the period specified in the contract or any extension thereof granted;

- iii) If the contract is terminated in whole or in part, recourse may be taken to any one or more of the following actions:
 - b) Forfeiture of the performance security.
- g) Upon such terms and in such manner as it deems appropriate, taking over the site and to complete the works himself or with another contractor (risk Purchase) and use the contractor's materials, equipment, temporary works as he/ they think proper.
- h) However, the contractor shall continue to fulfil the contract to the extent not terminated.

4.17.3 Termination of Contract for Insolvency

If the contractor informs the DPA of his bankruptcy or insolvency or liquidation , the contract may be terminated, by giving a written notice to the contractor, without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to DPA.

4.17.4 Determination of Contract for Default/ Convenience of DPA or for Frustration of Contract

- a) After placement of the contract, there may be an unforeseen situation compelling DPA to terminate the contract, in whole or in part for its (the DPA's) convenience, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall indicate inter-alia, that the termination is for the convenience of the DPA or the frustration of the contract and also the extent to which the contractor's performance under the contract is terminated, and the date with effect from which such termination shall become effective.
- b) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- c) Unless otherwise instructed by DPA, the contractor shall continue to perform the contract to the extent not terminated.
- d) All warranty obligations, if any, shall continue to survive despite the termination.
- e) Depending on the merits of the case, the contractor will be suitably compensated on mutually agreed terms for terminating the contract.
- f) The executed Works and incidental Goods/ Services that are complete and ready in terms of the contract for execution/ performance within thirty days after the contractor's receipt of the notice of termination shall be accepted by the DPA as per the contract terms. For the remaining Works and incidental Goods/ Services, the DPA may decide:
 - i) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or

- ii) To cancel the remaining portion of the Works and incidental Goods/ Services and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Works and incidental Goods/ Services.

4.17.5 Frustration of Contract

Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether because of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the DPA shall issue a 'Notice for Determining the contract' and terminate the contract as per para 4.17.4 above, due to its frustration, without repercussions on either side.

4.17.6 Limitation of Liabilities

- a) Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to DPA, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost related to defect liabilities, or to any obligation of the contractor to indemnify DPA concerning legal/ statutory infringement.
- b) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which the other Party may suffer in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to DPA.

4.18 RISK AND RESPONSIBILITY:

4.18.1 Indemnification:

The Contractor shall defend, indemnify, and keep indemnified and hold the Employer, its officers and employees harmless from any and all claims, demands, injuries, damages, costs, charges, compensation, losses, expenses, proceedings or suits including attorney fees, arising from

- a) Any breach or default in the performance of any obligation on the Contractor's part to be performed under the terms and conditions of this Contract or
- b) any negligence of the Contractor, or any of its agents, or its employees or the person provided for the purpose of this Contractor.
- c) non-fulfilment/ non-adherence/ non-compliance of any statutory provisions which is as per law the contractor is required to comply with.

The provisions of this section shall survive even after the expiration or termination of

this Agreement.

4.18.2 Contractor's Care of the Works:

Care of Works From the commencement to the completion of works the Contractor shall take full responsibility for the care thereof and of all Temporary works and in case any damage, loss or injury shall happen to the works or to any part thereof or to any Temporary works from any cause whatsoever shall at his own cost repair and make good the same so that at completion, the works shall be in good order and condition and in conformity in every respect with the requirements of the Contract and the Engineer's instructions. In the event of any such damage, loss, injury happening from any of the Expected Risks the Contractor shall if and to the extent required by the Engineer repair and make good the same as aforesaid at the cost of the Employer.

4.18.3 Patent Rights:

The Contractor shall fully indemnify Employer against any action, claim or demand, costs or expenses arising from or incurred by reason of any infringement or alleged infringements of letters, patents, design, trademark or name, copyright, or other protected rights in respect of any machine, plant, work, materials or things, system or methods of using, fixing working or arrangement used for fixed or supplied by the Contractor in India, or elsewhere.

All payments, or otherwise, shall be deemed to be included by the Contractor in the Prices named in the tender and shall be paid by him to whom they may be payable.

In the event of any claim being made or action brought against Employer in respect of any such matter as aforesaid, the Contractor shall be immediately notified thereof and he shall, with the assistance if he so requires of Employer, but at the sole expense of the Contractor, conduct all negotiations for the settlement of the same or any litigation that may arise there from, provided that the conduct of such negotiations or litigations shall be conditional upon the Contractor giving to Employer such security as shall from time to time, reasonably required by Employer to recover the ascertained or agreed amount as the case may be of any compensation, damages, expenses and cost which might be payable by Trustees in respect of or as result of any negotiation or litigation.

4.18.4 Damage to Property:

The Contractor shall be responsible for making good to the satisfaction of the Port, any loss or damage to any structures and properties within the Port premises if such loss or damage is due to fault and/or the negligence or willful acts or omission of the Contractor, his employees, agents, representatives and/or manpower deployed by the contractor. The contractor shall make good the loss as assessed by the Port.

4.18.5 Accident or Injury to Workmen:

The Employer shall not be liable for any damages or compensation payable at law in respect or in consequence of an accident or injury to any workmen or any other person in the employment of the Contractor and the Contractor shall indemnify and keep indemnified the Port against all such damages and compensation and against such

claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto.

4.19 OTHER CONDITIONS:

4.19.1 Extras:

Any extra expenses incurred in connection to the Works by the Employer in the performance of the Works owing to the neglect or omission on the part of the Contractor, in any of the case mentioned in this Contract shall be deducted from any sum due or which may thereafter become due to the Contract or from any amount lying with them or under their control or he may be called upon to pay the amount of such extra expense to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor failing to make such payment, the said amount shall be recoverable from him in such manner as the Employer may determine.

4.19.2 Use of Ground:

On completion of Works or termination of his contract, he shall clear away all his tools, plant, rubbish, and other materials within a fortnight and handover and peaceful possession of the same to the Employer in a tidy and clean condition.

4.19.3 Use of Completed Portions:

4.19.4 Whenever in the opinion of the Employer, the work or any part thereof is in a condition suitable for use and in the best interest of the Employer requires the use, the Employer may take possession of the same. The Contractor shall, however, be not relieved of his pending obligations.

4.19.5 Prior to the date of final acceptance of the work by the Employer, all necessary repairs or renewals in work or part thereof so used on account of defective materials or workmanship or due to the operation's failure except normal wear & tear shall be at the expenses of the Contractor.

4.19.6 Such use shall neither relieve the Contractor or any of his responsibilities under the contract nor act as a waiver by the Employer of the conditions thereof. However, if, in the opinion of the Employer, the use of the work or the part thereof delays the completion of the remainder of the work, the Employer may grant such extensions of time, as it may consider reasonable.

4.19.7 The decision of the Employer in the matter shall be final. The Contractor shall not be entitled to claim any compensation on account of such use by the Employer.

4.19.8 Employer's Lien:

Employer shall have a lien on over all or any money that may become due and payable to the Contractor under this Contract or any other Contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Employer to the Contractor either alone or jointly with another or other and either under this Contract or under any other Contracts or transaction of any nature whatsoever between the Employer and the Contractor.

4.19.9 Bribes and Commission:

Any bribe, commission, gift or advantage given, promised or offered by or on behalf of the Contractor or his or their behalf to any officer, servant, representative or agent of the Engineer or to any person on his behalf in relation to the obtaining or to be execution of this or any other contract with the Employer shall in addition to any criminal liability which he may incur subject the contractor to the cancellation of this and all other contracts with the Employer and also to the payment of any loss or damage resulting from any such cancellation, and the Employer shall be entitled to deduct the amounts so payable from any money otherwise due to the contractor under this or any other contract. Any question or disputes as to the commission of any offence under the present clause shall be settled by the Engineer in such a manner and on such evidence or information as he shall think fit and consider sufficient and his decision shall be final and conclusive.

SECTION V
SPECIAL CONDITIONS OF CONTRACT

5.1 TYPE OF CONTRACTS:

Item Rate (Unit Rate) Contract and is a Domestic Tender as per Price Schedule.

5.2 SYSTEM OF SELECTION OF CONTRACTORS:

Price based System - Least Cost Selection (LCS).

5.3 SUPPORT TO START-UP ENTERPRISES {Shall supercede Clause 2.30 (5) of ITB}:

Start-ups recognized by the Department for Promotion of Industry and Internal Trade (DPIIT) shall be eligible for benefits as per Government of India instructions, including: Exemption from submission of Tender Fee and Bid Security / Earnest Money Deposit (EMD).

5.4 JOINT VENTURE (JV) / CONSORTIUM:

Joint Venture (JV) / Consortium is not applicable.

5.5 LIQUIDATED DAMAGE {Please read in conjunction with the Clause No. 4.8.6 of General Conditions of Contract (GCC), Section – IV}:

The Clause No. 4.8.6 (a) (ii) is applicable for this Contract.

5.6 PAYMENT TERMS {The clause no. 4.14.4 of General Conditions of Contract (GCC), Section – IV is modified and shall be read as below}:

All payments shall be made in Indian rupees.

5.6.1 Part-A: Electrical Part

- (1) 70% of item rate payment (subject to deductions as per tender conditions) will be released after 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) and after inspection & acceptance of material by DPA.
- (2) 20% of item rate (subject to deductions as per tender conditions) after completion of erection, installation, testing and commissioning etc. and 90% of item rate for item covers only laying/fixing/removal etc. (If TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- (3) 10% (subject to deductions as per tender conditions) will be released after successful completion of whole work (If TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and handing over to DPA.
- (4) The payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid challan in government

treasury) of the welfare cess @ 1% of work done or as amended by statutory authority from time to time, paid to concerned authority is submitted for the previous bill.

5.6.2 Part-B: Civil Part

- (1) 90% of item rate payment will be released, after successfully completion of Civil Foundation work. The execution of Part- B of BOQ will be done under the supervision of Civil Department, in order to release the payment in respect of item No: 01 (Civil Part- B of BOQ) a certificate is required from Civil Engineering Department that Civil work for pole foundation work has executed as per specification and to the satisfaction as per the scope.
- (2) 10% (subject to deductions as per tender conditions) will be released after successful completion of whole work (If TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and handing over to DPA.

5.6.3 Contractor is liable to pay all applicable taxes, duties, levies, excluding GST etc. However, for the tax deducted at source under income tax, the TDS certificate will be issued accordingly.

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

5.7 WARRANTY PERIOD {Shall be read in conjunction with Clause No. 2.27.1 and 2.27.2 of ITB}:

The warranty of the work shall be for a period of one year from the date of handing over to DPA, except for the all-in-one Solar Street Lights, which have warranty period of 5 years from the date of completion of the entire work. For covering the five-year warrantee for the item all-in-one Solar Street Lights, for which 5% of the total amount will be deducted as the retention money & will be withheld with DPA for a period of five years from the date of completion of the work. The 5% Retention amount will be released after completion of five-year. However, the BG amount will be released after completion of warranty period of one year.

The Contractor shall give guarantee to the DPA 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 give guarantee to the DPA that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

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

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

5.8 THIRD PARTY INSPECTION:

- 5.8.1 The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- 5.8.2 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.
- 5.8.3 The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- 5.8.4 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.
- 5.8.5 The contractor shall have to give 7 days' notice period for the purpose of the inspection/testing by TPIA of DPA. Under no circumstances the GI Octagonal Poles & all-in-one Solar Street Lights shall be dispatched to site without pre-dispatch inspection by TPIA of DPA failing which it will be at the sole cost and risk of the contractor.
- 5.9** The contractor shall supply the materials of only the particular brands/make specified in the tender. If none of the make/brands are available in the market, then the department will accept the equivalent make/brand subject to the contractor producing a letter of non-availability from the manufacturer only. DPA will ascertain the veracity of that letter directly from the manufacture, subject to fulfilling the Technical Requirement. Such material will be accepted after obtaining the approval of the authority who approved the tender.
- 5.10** The contractor shall install a Display Board at site of work indicating the details of the work such as name of the work, name of contractor, scheduled date of start & completion of work, value of work etc. at his own cost.

SECTION VI

SCHEDULE OF REQUIREMENTS / SCOPE OF WORK (SOW)

Deendayal Port Authority (DPA) is one of the Major Port in India. The Specification is intended to cover the work for Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR. The contractor shall arrange all types of tools, tackles, temporary power supply at his own cost for installation, testing & commissioning of the work. The contractor shall submit colored layout drawing of location of Solar Street Light Poles in two set hard copy & a soft copy after completion of the work.

The scope of work involved in the subject work is as below:

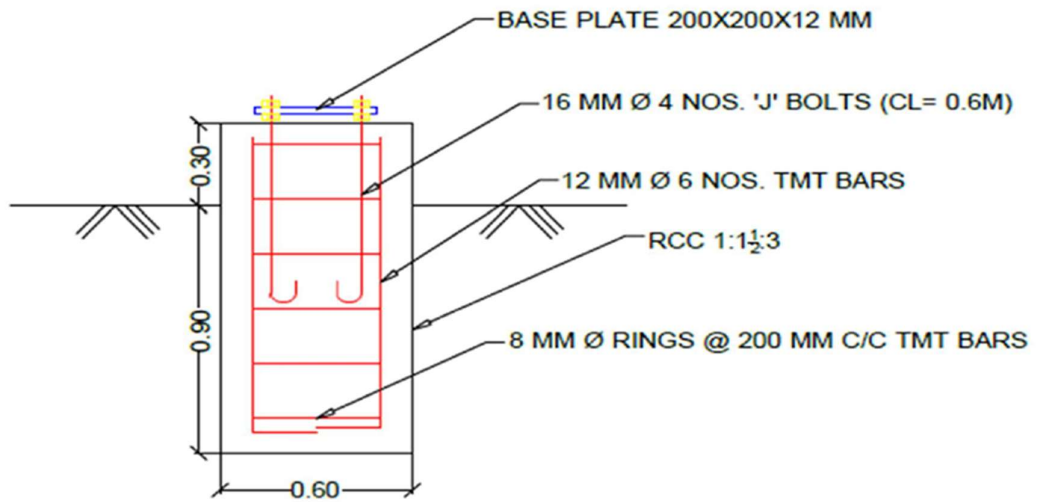
- 6.1 The Contractor shall provide total 65 Nos. of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR, as per following:
 - 6.1.1 Supply at site 5 meter height Octagonal type Pole as per Technical Specification No. 1, Section-VII.
 - 6.1.2 Erection of 5 meter height Octagonal type Pole as per Technical Specification No. 2, Section-VII.
 - 6.1.3 Supply at site all-in-one Solar Street Light as per Technical Specification No. 3, Section-VII.
 - 6.1.4 Installation, Testing & Commissioning of all-in-one Solar Street Light as per Technical Specification No. 4, Section-VII.
 - 6.1.5 Providing Pole earthing with 20mm diameter GI Rod as per Technical Specification No. 5, Section-VII.
 - 6.1.6 Providing Civil Foundation for Octagonal Pole as per the technical specification No. 6, Section-VII.
- 6.2 As the work is located within Nagavaladiya Village, Anjar Taluka with local traffic, it is the duty of the contractor not to hinder the movements of public transport and local residents. Adequate illuminated warning lights and Caution Danger Text Barricade Tape (White and Red) shall be placed in proper sites to ensure the safety of pedestrians, livestock, and vehicular traffic.
- 6.3 The Contractor shall refer all items, requirements, and details specified in Section-VII (Technical Specifications) and Section-X (Bill of Quantity / BOQ). The Contractor shall execute the entire scope of work in strict accordance with these documents, to the complete satisfaction of the Engineer or its representative of the DPA.
- 6.4 Any other work which is required for the completion and commissioning, and which is not described in the above scope of work shall be in the scope of the Contractor.
- 6.5 The work shall be executed as per the terms and conditions of the contract agreement.
- 6.6 The documents/data sheets/drawings as applicable, shall be submitted to DPA for approval of DPA before supply of items of to the work.

SECTION VII

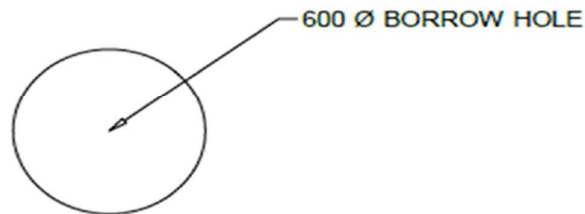
DRAWING, TECHNICAL SPECIFICATION & QUALITY ASSURANCE

DRAWING

Drawing for Civil Foundation of Octagonal Pole:



CROSS - SECTION



FOUNDATION PLAN

TECHNICAL SPECIFICATION

Technical Specification No. 1:

This item includes supply at site 5-meter height GI Octagonal Pole at site. The pole shaft shall be made from sheet steel conforming to BSEN 10025 S355. The pole shaft shall have octagonal cross section and shall be continuously tapered with single longitudinal welding. There shall not be any circumferential welding. The welding of pole shaft shall be done by Submerged Arc Welding (SAW) process. Octagonal pole shaft shall be provided with the rigid flange plate manufactured from MS FE410 conforming to IS: 2062 with provision for fixing 4 foundation bolts. This base plate shall be fillet welded to the pole shaft at two locations i.e. from inside and outside. The Octagonal Pole shall be in single section. There shall also be a cleat of size 40mm x 40mm x 4mm for the purpose of Earthing for the Pole.

The Pole shall be hot dip galvanized as per Indian Standard with minimum average coating thickness of 85 microns. The galvanizing shall be done in single dipping.

The dimensions of the Octagonal Pole shall be as below:

- | | | |
|---------------------------|---|--|
| 1. Total Height | : | 5000 mm |
| 2. Top A/F | : | 70 mm |
| 3. Bottom A/F | : | 130 mm |
| 4. Sheet Thickness | : | 3 mm |
| 5. Base Plate size | : | 200 mm × 200 mm × 12 mm |
| 6. PCD | : | 200 mm |
| 7. Foundation Bolt | : | J – Bolt, 4 Nos. M16, 600 mm Bolt Length |
| 8. Anchor Plate Thickness | : | 3 mm |

All MS parts including hardware shall be hot dip galvanized as per Indian Standard. The manufacturer of the Octagonal Pole shall have ISO 9001:2015 certification for manufacturing of the Octagonal Pole.

The contractor shall provide suitable nipple/arrangement at top of the Pole for installation of all-in-one Solar Street Light.

The rate shall be inclusive of all the taxes (excluding GST), insurance, packing, forwarding, transportation & unloading at site as directed by Engineer in-Charge.

Technical Specification No. 2:

This item includes erection of the supplied 5m Octagonal Pole on the constructed Pole Foundation. The Pole shall be bolted on the Pole Foundation with a set of four foundation bolts. The work includes all material, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 3:

This item includes supply at site all-in-one Solar Street Light. The Technical Specification of all-in-one Solar Street Light is as below:

Sr. No.	Description	Specification
1	Light	
1.1	Luminous Flux (at System Level)	≥ 2000 lm
1.2	Luminous Efficacy	≥ 150 lm/W
1.3	Correlated Color Temperature	5700 K to 6500 K
1.4	Color Rendering Index (CRI)	≥ 70
1.5	Makes of LEDs	Osram, Cree, Lumileds, Nichia, Seoul. or equivalent
1.6	Specification of LED	SMD type with wattage of each LED should be > 1 Watt and ≤ 3 Watt.
1.7	Material of optics	PC lens with toughened glass cover. The LEDs should be provided with UV resistant lens/glass cover for avoiding yellowing of the lense/glass cover. Or Exposed lensed PC Lens plate, the LEDs should be provided with anti-dust, UV resistant exposed lens for avoiding any dust & dirt accumulation on the fixtures and yellowing of the lenses.
2	Solar Panel	
2.1	Type	Mono Crystalline
2.2	Peak Wattage	≥ 30 Wp
3	Battery	
3.1	Type	Lithium Ferro Phosphate
3.2	Ampere Hour	≥ 6 Ah
3.3	Voltage	12.8 V
3.4	Charging & Discharging Cycle	≥ 2000
3.5	Location	Inbuilt
4	Charge Controller	
4.1	Type	MPPT (Maximum Power point Tracking)
4.2	Efficiency	$\geq 90\%$
5	Dimming Profile	First 2 hours from dusk 100% with motion, 30% without motion. Next 3 hours 60% with motion, 20% without motion. Next 6 hours 30% with motion, 10% without motion. Next until dawn 50% with motion, 30% without motion.
6	Construction	Aluminium

7	Finishing	Corrosion resistant powder coating
8	Working Temperature Range	0°C to +90°C
9	Working Humidity	10% to 90% RH
10	Ingress Protection	IP65
11	Impact Resistance	IK08
12	Low Voltage Indication	Red LED
13	Charging Indication	Green LED
14	Protection	(a) Over charge Protection, (b) Deep discharge Protection, (c) Over current Protection, (d) Short circuit Protection, (e) Over voltage Protection
15	Warranty	5 Years for all-in-one Solar Street Light (Complete Fixture including LED Light, Solar Panel, Battery, Charge Controller, Sensor etc.) from the date of completion of work. During Warranty Period, if the material is found to be defective or has poor performance, the contractor shall promptly, Replace the material against manufacturing defects /Rectify the material, on receiving the instruction from Engineer in-Charge at contractor's cost. The contractor shall have final & total single point responsibility for performance of the supplied all-in-one Solar Street Light.
16	Certificate/Report	(1) Test Report of Solar Panel. (2) Test Report of Battery. (3) Test Report of LED Fixture. (4) LM79 Test Report issued by any NABL accredited laboratory. (5) Test Report of MPPT Controller. (6) LM80 Test Report (7) BIS Certificate for all-in-one Solar Street Light. Contractor shall submit all the above certificate/report for the Solar Street Light at the time of supply of material.

The rate shall be inclusive of all taxes (excluding GST), insurance, transportation, unloading at site as directed by Engineer in-Charge.

Technical Specification No. 4:

This item includes fixing & commissioning of supplied all-in-one Solar Street Light.

The Solar Street Light shall be fixed on top of the 5m Octagonal Pole. The work includes all material, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 5:

This item includes providing of Pole earthing with GI earthing Rod of 20mm diameter and 1.2 meter length. The Earth rod shall be buried & installed nearby the Lighting Pole as directed by Engineer in-Charge. The GI earthing rod shall be connected to the earthing stud of the Street Light Pole by providing required length of 25×3mm GI earthing Strip with necessary clamps, nuts & bolts. The work includes all material, labour, tools & tackles as directed by Engineer in-Charge.

Technical Specification No. 6:

The contractor shall construct civil foundation for 5m Octagonal Pole as per the drawing provided at Annexure – II. At the bottom of pit 50mm of sand layer shall be provided and over that 50mm CC of 1:4:8 mix shall be provided. The provision of Pole Foundation shall be executed well in advance and sufficient curing shall be given after completion of concrete works. The Pole Foundation shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Civil Engineering Department, DPA. The decision of the Civil Engineering Department will be final and binding on the contractor with regard to the quality and suitability of the materials for Pole Foundation. The Pole Foundation work shall be executed under supervision of Civil Engineering Department, DPA.

List of Approved Materials/Makes for Civil Items:

Specification/brand names of materials (Refer materials, whichever are applicable for the scope of work) and finishes approved are listed below. However, approved equivalent material and finishes of any other specialized firms may be used with the approval of the alternate brand by the Engineer in-Charge.

Sr. No.	Material	Approved Make
1	Cement	Ultratech, Birla, Ambuja, Sanghi, JK Laxmi
2	Reinforcement Bars	TATA, SAIL, RINL, JSW, JSPL
3	Structural Steel	TATA, SAIL, RINL, JSW, JSPL
4	Mechanical Splicing – Couplers	Dextra, Bartec or equivalent
5	Admixtures for Concrete	BASF, FOSROC, SUNANDA, CEARA, SIKA or its equivalent
6	Concrete Penetrating Corrosion Inhibiting Admixture	POLYALK CP-293, PCO KP-200 or Equivalent
7	Protective coat for Concrete Surface - Exposed to UV	Licensed suppliers of Interpenetrating Polymer Network Coating System (IPNet)

Approved Make List of Electrical Items		
Sr. No.	Description	Recommended Makes
1	HV VCB	Siemens/ ABB/ Schneider
2	HV Gas Insulated Breaker	Siemens/ Schneider/ ABB
3	Power Transformer	Voltamp/ Crompton Greaves/ Bharat Bijlee/ BHEL/ Siemens/ ABB/ Schneider/ T&R
4	Distribution Transformer	EMCO/ Kirloskar/ Patson/ Voltamp/ ABB/ Schneider/ T&R
5	Resin Cast Transformer	Voltamp/ Kirloskar/ EMCO
6	Dry Cast Transformer	Voltamp/ Kirloskar/ EMCO
7	HT XLPE Cable	Polycab/ Torrent/ RPG Asian/ Gloster/ Unistar
8	LT XLPE Cable	Polycab/ Torrent/ RPG Asian/ Rallison/ Primecab/ Havells/ Unistar/ Avocab/ Allcab/ Adcab
9	LT ACB	Siemens/ LK E&A/ Schneider Electric/ C&S
10	Protection Relay	Areva/ LK E&A/ Siemens/ ABB/ C&S/
11	LT Panel	CPRI Approved
12	Changeover Switch	Siemens/ LK E&A/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian
13	SFU for Main LT Distribution Panel	Siemens/ LK E&A/ ABB/ C&S
14	SFU for Distribution Panel & Feeder Pillar	Siemens/ LK E&A/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian/ Havells
15	MCCB for Main LT Distribution Panel	Siemens/ LK E&A/ ABB
16	MCCB for Distribution Panel & Feeder Pillar	Siemens/ LK E&A/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian/ Havells
17	MCB/ELCB/RCCB/RCCBO for Main LT Distribution Panel	Siemens/ Hager/ LK E&A/ ABB
18	MCB for Distribution Panel & Feeder Pillar	Siemens/ LK E&A/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian/ Havells/ Standard
19	Distribution Board	Standard/ Hensel/ Legrand/ Indoasian/ Havells
20	Multi-Function Digital Meter for Main LT Distribution Panel/ Digital kWh Meter	LK E&A/ Enercon/ Secure/ L&G/ Rishabh
21	Analog Volt/Ampere Meter for Distribution Panel &	Rishabh/ AE/ Enercon/ LK E&A

	Feeder Pillar	
22	Selector Switch for Voltmeter/Ampere Meter	LK E&A/ Siemens/ C&S
23	Power Contactor & Overload Relay	LK E&A/ Siemens/ ABB
24	Quartz Time Clock Switch	LK E&A/ Indoasian/ Siemens
25	PVC Wire with Copper Conductor	RR Kabel/ KEI/ Polycab/ Milex/ Gujcab/ Standard/ Finolex/ Anchor
26	Flush type Switch, Socket, Holder, Ceiling Rose & Electronic Regulator	Anchor/ MK/ Northwest/ Vinay/ Panama/ Havells
27	Bells/ Call Bells	Anchor/ Legend/ MK/ Northwest
28	Modular Switch, Socket, Plate & Box	Anchor/ MK/ Northwest/ Legrand/ Havells/ Indoasian/ Siemens
29	PVC Conduit/ Oval Conduit & Casing Capping and Accessories	Precision/ Vulcan/ Finolex/ Garware/ Restoplast/ Swastik/ BPI
30	Lamp & Fluorescent Lamps	Philips/ Bajaj/ Wipro/ Crompton/ Osram/ Surya Roshni/ GE
31	HPMV & Metal Halide Lamps	Philips/ Bajaj/ Wipro/ Crompton/ Osram/ Surya Roshni/ GE
32	Ignitor for HPSV & Metal Halide Lamps	Philips/ Bajaj/ Wipro/ Crompton/ Osram/ Surya Roshni/ GE
33	Luminaries	Philips/ Bajaj/ Wipro/ Crompton/ Osram/ Surya Roshni/ GE
33	LED Luminaries	Philips/ Bajaj/ Wipro/ Crompton/ Surya/ Pyrotech/ Syska/ Nessa/ Havells having Surge Protection $\geq 10\text{kV}$ for Fittings & Internal Surge Protection for Driver of $\geq 4\text{kV}$, LED Chip of only OSRAM/ CREE/ Philips Lumileds/ Citizen/ Nicia, with LM79 & LM80 Certification
34	Ceiling Fan	Bajaj/ Orient/ Usha/ Crompton/ Almonard/ GEC
35	Wall mounting Fan	Bajaj/ Orient/ Usha/ Crompton/ Almonard/ GEC
36	Exhaust Fan	Bajaj/ Orient/ Usha/ Crompton/ Almonard/ GEC
37	Heavy duty Industrial Wall mounting Fan	Bajaj/ Orient/ Usha/ Crompton/ Almonard/ GEC

38	Water Cooler	Voltas/ Usha/ Blue Star
39	Air Conditioner	Voltas/ Carrier/ Blue Star/ Usha/ Hitachi/ LG/ Samsung/ Onida
40	Refrigerator	Voltas/ Carrier/ Blue Star/ Usha/ Hitachi/ LG/ Samsung/ Whirlpool
41	Voltage Stabilizer	Veeline/ Capri
42	Inverter	Sukam/ Microtek
43	Engine for D.G. Set	Cummins/ Greaves/ Kirloskar/ Caterpillar/ Ashok Leyland/ Volvo
44	Alternator for D.G. Set	Stamford/ Crompton Greaves/ Jyoti/ Kirloskar Electric
45	Electric Motor	Alstom/ Crompton Greaves/ Siemens/ Kirloskar/ ABB
46	Water Pump	Swastik/ KSB
47	Water Geysers	Bajaj/ Usha/ Crompton Greaves/ Spherhot/ Racold
48	Lug & Cable Glands	Dowells/ Jainson/ Braco

SECTION VIII
QUALIFICATION AND EVALUATION CRITERIA

Please refer clause no. 2.21 & 2.25 of ITB, Section-II and Annexure –A.

SECTION IX
ANNEXURES AND FORMS

ANNEXURE A
QUALIFICATION AND RESPONSIVENESS INFORMATION
LIST OF DOCUMENTS TO BE ENCLOSED.

All bidders shall include the following information with their bids by scanning the relevant documents after being filled, signed with seal and serially numbered by the Bidder. The above shall be uploaded using their user-id and password in the N Procure portal on or before the last date of submission of tender mentioned in the NIT towards Cover A – Techno-commercial bid.

Sl. No.	Qualification Documents to be uploaded	Uploaded Page Ref. No.
1	Form I – Bid cover letter [as per Section II, clause 2.21.2 (i)]	To be submitted
2	Form II – Financial capability [as per Section II, clause 2.21.2 (iii)] Scanned copy of Profit & Loss statements for the last 3 (three) years ending 31st March of the previous financial year duly certified by the Chartered Accountant in support of meeting Financial Capability.	To be submitted
3	Form III Similar Work Experience [as per Section II, clause 2.21.2.(iv)] Scanned copies of work order(s) along with BOQ & respective satisfactory completion(s) / performance certificate(s) certificates in support of meeting Similar Work Experience	To be submitted
4	Form III A – Details of TDS certificate (if applicable) [as per Section II, clause 2.21.2.(iv)] In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies, the bidder has to submit scanned copies of TDS certificate	To be submitted
5	Scanned copies of (i) EPF registration certificate; (ii) ESI; (iii) Permanent Account Number [PAN]; (iv) Income Tax Return of preceding three years; and (v) GST Registration Certificate [as per Section II, clause 2.21.2.(v)]	To be submitted
6	Form IV – Declaration of Authorized Representative [as per Section II, clause 2.21.2.(vi)]	To be submitted

7	Form V – Schedule of No Deviation [as per Section II, clause 2.21.2.(vii)]	To be submitted
8	Form VI Declaration by the Bidder [as per Section II, clause 2.21.2.(viii)]	To be submitted
9	Form VII – Bank Mandate Form [as per Section II, clause 2.21.2.(ix)]	To be submitted
10	Form VIII -Tender Acceptance letter [as per Section II, clause 2.21.2.(x)]	To be submitted
11	Duly filled in Form-IX – “Local Content declaration & Self Certification” [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xi)]	To be submitted
12	Form- X - Integrity pact [as per Section II, clause 2.21.2.(xii)]	Not Applicable
13	Form-XI – “Bid Securing Declaration” [as per Section II, clause 2.21.2.(xiii)]	To be submitted for exempted bidders
14	Details of Technical Manpower to be deployed for execution of work [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xiv)]	To be submitted
15	Scanned copy of valid license ‘ESB’/ ‘ESA’/ ‘EA’ grade issued by the Licensing Board [wherever applicable if specifically asked for in bid document] [as per Section II, clause 2.21.2.(xv)]	To be submitted
16	The bidder shall submit the technical details and Brochure of the proposed plant/ machine /equipment to be commissioned/deployed along with technical bids along with necessary certifications as per the technical requirement.	To be submitted
17	FORM-XII - Declaration of Power of Attorney in case of JV /Consortium	Not Applicable
18	FORM-XIII - Declaration of Power of Attorney for Lead Member of JV / Consortium	Not Applicable
19	Any other documents which need to be uploaded.	To be

		submitted
20	Total number of the pages uploaded by the bidder (mention the page no. starting from to end)	
	1. Starting page no.	To be filled in
	2. Ending page no.	To be filled in
	3. Total number of pages	To be filled in

(Fill the page numbers where the documents have been uploaded in the table provided above)

(Signature of Authorized Person)

Place:

Date:

Name

Designation

Business Address:

.....

Seal.....

FORM I

(To be in the Firm's letter head)

Date:

BID COVER LETTER

1. Registered Business Name :
2. Registered Business Address :
3. Name, Designation & address of the Contact Person to whom all references shall be made regarding this tender :
4. Telephone / Mobile No. :
5. Fax :
6. E-Mail :

To
The Chief Mechanical Engineer,
Mechanical Engineering Department,
Deendayal Port Authority,
Gandhidham – 370201.

Sir,

1. We hereby apply to be qualified for the tender invited by the Deendayal Port Authority, Gandhidham as a bidder for the work “ _____ ”
2. We hereby give our consent to the Port or its authorized Representative(s) to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this, we hereby authorize (any Public Official, Engineer, Bank, Depository, Manufacturer, Distributor, etc.) or any other person or firm to furnish pertinent information deemed necessary and requested by the Port to verify statements and information provided in this application or regarding our competence and standing.
3. We the undersigned have read and examined in detail the Bid document in respect of work intended and do hereby express our interest to execute the intended work.
4. We certify that goods & services offered shall be of best quality and the manpower who shall be deployed for the work are competent enough and have necessary qualifications for taking up this assignment

The names and positions of persons who may be contacted for further information, if required, are as follows

- a) For Technical: Shri/Smt (Name, position, Address, contact number and email id)
 - b) For Financial: Shri/Smt (Name, position, Address, contact number and email id)
 - c) For Personnel: Shri/Smt (Name, position, Address, contact number and email id)
5. We declare that the statements made and the information provided in the application are complete, true and correct in every detail.
6. We understand that Deendayal Port Authority reserves the right to reject any application without assigning any reasons.

Thanking you,

Yours faithfully,

(Signature of Authorized Person)

Place:

Date:

Name
Designation
Business Address:
.....
Seal.....

FORM II

(To be in the Firm's letter head)

Date:

FINANCIAL CAPABILITY

The details of Summary of Annual Turnover of the Bidder on the basis of the Audited Balance Sheet for the last three financial years shall be given as under

Sl. No.	Financial year	Total Turnover	Uploaded page no. reference
01	Year 20.... -	₹.....	
02	Year 20.... -	₹.....	
03	Year 20..... -	₹.....	

Note: The Profit & Loss statement and Balance sheet to be uploaded shall be duly certified by the Chartered Accountant with Unique Document Identification Number (UDIN).

Place:

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

FORM III

(To be in the Firm's letter head)

Date:

SIMILAR WORK EXPERIENCE

The Bidders experience in similar work carried out each in any Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports or Private Limited Companies, for evaluating the Eligibility Criteria for pre-qualification to be provided using the format as below:

Details of Similar Work Experience

Sl. No	Name of work	Value of work executed (in Rs.)	Work order reference No.	Contract period		Date of completion certificate	Name and address of the Client	Uploaded page no. reference
				Commencement	completion			
1								
2								
3								

Note:

1. The copies of the documents containing above information like work order and completion certificate have to be uploaded duly self-attested.
2. In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited / Major Ports / Minor Ports or Private Limited Companies, the bidder has to submit TDS certificate for the past experience to be uploaded, as provided in **Form III (A)**, only then the experience will be considered.

Yours faithfully,

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

Place:

Date:

FORM III (A)

(To be in the Firm's letter head)

Date:

DETAILS OF TDS CERTIFICATE

In case of experience other than Central / State Government / Autonomous bodies / PSEs / PSUs / Public Limited Companies / Major/Minor Ports, the bidder has to provide the details of the TDS certificate in the form provided below and shall submit TDS certificate for the past experience to be uploaded, only then the experience will be considered.

Sl. No.	Name of work	Value of work executed (in Rs.)	Work order reference No.	TDS Certificate		Name and Address of the Client	Uploaded page no. reference
				No.	Amount		
1							

Place:

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

FORM IV

DECLARATION OF AUTHORISED REPRESENTATIVE

(To be provided in non-judicial stamp paper with denomination ₹300/-)

(Separate Forms to be submitted for each Signatory with details of Proprietor or Partner or Managing Director)

I/We,(Name) being the (Partners/Karta/Managing Directors and whole time Director/Members of Managing Committee of Associations/Board of Trustees etc.) of (Name of the Bidder), hereby solemnly affirm and declare that the..... (Authorized Signatory) is hereby authorized, vide resolution No. (Resolution Number) dated..... (Resolution Date) (copy submitted herewith), to act as an authorized signatory for the business..... (Name of the Bidder) for which submission of bid is being filed under the tender. All his actions in relation to this tender will be binding on me/us.

Signature of the person competent to sign

Name:

Description:

Name of the Business Entity:

Acceptance as an Authorized Signatory

I (Authorised Signatory) hereby solemnly accord my acceptance to act as authorized signatory for the above referred business and all my acts shall be binding on the business.

Signature of Authorised Signatory

Name:

Description:

Place:

Date:

Note:

1. For the purpose of this tender and the Agreement, the tender, forms, Agreement and other documents shall be signed only by the persons, who are themselves in a position to undertake the work and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the Bidder with his usual authorized representatives followed by the name and Description the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished.
2. Tender by a corporation shall be signed in the name of the corporation by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of company, a copy of the Memorandum and Articles of Association shall be furnished.
3. Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals, Director, with the principals and agents jointly as deemed appropriate.

FORM V
SCHEDULE OF NO DEVIATION

This is with reference to Tender No..... for
“.....”

I/We, (Name of the Bidder / Authorized Representative of the Bidder) of
M/s. (Name of the organization), hereby certify that there is no deviation
from the tender conditions either technical or commercial or tender enquiry and I/We am/are agreeing
to all the terms and conditions mentioned and comprised in relation to the above-mentioned Tender.

Place:

Yours faithfully,

Date:

(Signature of Authorized Person)

Name

Designation

Business Address:

.....

Seal.....

Witness with signature

1) Name & Address

.....
.....
.....

2) Name & Address

.....
.....
.....

FORM VI

DECLARATION BY THE BIDDER

(To be provided in ₹300 Stamp Paper)

To
The Chief Mechanical Engineer,
Mechanical Engineering Department,
Deendayal Port Authority,
Gandhidham – 370201.

I/We M/s. represented by its Proprietor / Managing Partner / Managing Director having its Registered Office at and do declare that I/We have carefully read all the conditions of tender with NIT No....., dated, Basis in (Name Of The Department) Department At Deendayal Port Authority for a period of, (including extension if any), if needed and accepts all conditions of the tender including amendments/corrigendum subsequently issued by the tender inviting authority, if any. Further I/we confirm our eligibility for this tender and quoted as per the tender condition and Governing laws of India, in case of typographical error found in submitted documents/affidavits/declarations, in this case we accept all the Terms and conditions of bid documents and hereby confirm as under.

1. I/We have not made any counter conditions stipulation and conditions and I/We agree that in the event of any such counter conditions my/our tender will be summarily rejected and such offer will not be evaluated and considered at all by you.
2. I/We do hereby declare that we have not been blacklisted/ debarred by any Central / State Government / Autonomous bodies / PSEs/PSUs / Nationalized Banks / Public Limited or Private Limited Companies, etc., from taking part in the tendering process.
3. I/We have not made any payment or illegal gratification to any person/authority connected with the tendering process so as to influence the tendering process and have not committed any offence under the Prevention of Corruption Act in connection with the tender.
4. I/We hereby declare that, all information furnished by me/us with this tender is true to best of my/our knowledge, belief and in case, if it is found that, the information furnished is not true or partially true or incorrect, I/We agree that my/our tender shall be summarily rejected without prejudice to the right of the board of Trustees of Port of Deendayal Port Authority to take further action in to the matter.

Witness's signature

Bidder's signature

Name

Name

Address.....

Address.....

Tel. No.:

Tel. No.:

Mobile No.:

Mobile No.:

Date:

Date:

FORM VII

BANK MANDATE FORM

1. Name of the company :
2. Status :
3. Bank Name, Address & Branch :
4. IFSC Code :
5. MICR Code :
6. Branch Code :
7. Name of the Authorized Person :
8. Signature of the Authorized person
as per Bank :
9. E-Mail ID of Authorized Person :
10. Contact No. Landline/Mobile :

Copy of cancelled cheque may be enclosed if Bank signature not obtained.

Name & Seal of the Bank with Date

FORM VIII

TENDER ACCEPTANCE LETTER

(To be printed on company letterhead and filled, signed, and uploaded)

To

The Chief Mechanical Engineer
Deendayal Port Authority
Gandhidham-370201

Sir,

Subject:

Tender reference No.

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned tender/work from the website, namely <https://etenders.gov.in/eprocure/app>, as per your advertisement given in the above-mentioned website(s).
2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No..... to (including all documents like annexure(s), schedules(s), etc., which form part of the contract agreement and I /we shall abide hereby and agree the terms /conditions /clauses contained therein.
3. The corrigendum(s) issued from time to time by Deendayal Port Authority for the above subject work has also been taken into consideration while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above-mentioned tender document(s)/ corrigendum (s) in its totality /entirety.
5. I/We do hereby declare that our firms have not been blacklisted/ debarred by any Govt. Department/ Public sector undertaking.
6. I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then Deendayal Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the bidder with official seal)

Note: If the firm has been blacklisted or debarred or banned or delisted by any Government or Quasi-Government Agencies or Public Sector Undertaking in India, then the same should be declared properly after modifying the sentence, suitably.

FORM IX

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No. P-45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020)

(To be provided on ₹300/- non-judicial stamp paper)

I _____ (Name of the Person(s), S/o _____ at _____ (Address), working as _____ (Designation and name of the firm/Company/ partnership/ Joint venture), and I have been authorized to sign the Declaration / Self- Certification on behalf of firm / Company/partnership/ Joint venture do hereby solemnly affirm and declare as under:

That I will agree to abide by the terms and conditions of the policy of Government towards Public Procurement (preference to Make in India) vide Letter No. P- 45021/2/2017-PP(BE-II), (revised) Dated.16.9.2020. That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content. That the local content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017- PP(BE-II), (revised) Dated.16.9.2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority. The Details of the location(s) at which the local value addition is made

- i. Name and details of the Domestic manufacture
- ii. Date on which this certificate is issued
- iii. Product for which the certificate is produced
- iv. Percentage of local content. (% to be mentioned)

Signed by me at _____ on _____

Authorized signatory
(Name of the Firm entity)

Note: Required particulars are to be filled properly for acceptance.

FORM X
INTEGRITY PACT

(To be executed on ₹300/- non-judicial stamp paper)

Between [the Procuring Organisation] hereinafter referred to as “**The Principal,**” and hereinafter referred to as “**The Bidder/ Contractor.**” Preamble The Principal intends to award contract/s for, under laid down organisational procedures, The Principal values full compliance with all relevant laws of the land, rules, regulations, economical use of resources, and fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

To achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the abovementioned principles.

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, shall 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 shall treat all Bidder(s) with equity and reason during the tender process. The Principal shall, in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in the tender process or the contract execution.
 - c. The Principal shall exclude from the process all known persons having conflict of interest.
- 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 shall inform the Chief Vigilance Officer and in addition shall initiate disciplinary proceedings.

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 the contract execution.

- a. The Bidder(s)/ Contractor(s) shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract or to any third person any material or other benefit which they are not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or the execution of the contract.
- b. The Bidder(s)/ Contractor(s) shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal, in violation of the 244

Annexure 14: Integrity Pact Format Competition Act, 2002 (as amended from time to time). 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 cartelisation in the tender process.

- c. The Bidder(s)/ Contractor(s) shall not commit any offence under the relevant IPC/PC Act; further, the Bidder(s)/ Contractor(s) shall 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)/Contractors(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly, the Bidder(s)/Contractors(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 the Indian agent/representative must be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed on Annex hereto.
 - e. The Bidder(s)/ Contractor(s) shall, 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.
- 2) The Bidder(s)/ Contractor(s) shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from the 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 credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or take action as per laid down procedure to debar the Bidder(s)/Contractor(s) from participating in the future procurement processes of the Government of India.

Section 4 – Compensation for Damages:

- 1) If the Principal has disqualified the Bidder(s) from the tender process before 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 Performance Bank Guarantee.

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 conforming to the anti-corruption approach or with any Public

Sector Enterprise in India that could justify his exclusion from the tender process.

2) If the Bidder makes an incorrect statement on this subject, the Principal shall act like para 2) of Section 4 above.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

In the case of Sub-contracting, the Principal Contractor shall take responsibility for adopting the Integrity Pact by the Sub-contractor.

a. The Principal shall enter into agreements with identical conditions as this one with all Bidders and Contractors.

b. The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s):

If the Principal obtains knowledge of the conduct of a Bidder, Contractor, or Subcontractor, or of an employee or a representative or an allied firm of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 – Independent External Monitor:

1) The Principal shall appoint competent and credible Independent External Monitor(s) for this Pact after approval by the 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 parties' representatives and performs their functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for them to treat the information and documents of the Bidders/Contractors as confidential. They report to the Management of the Principal.

3) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, all Project documentation of the Principal, including that provided by the Contractor. Upon their request and demonstration of a valid interest, the Contractor shall also grant the Monitor unrestricted and unconditional access to their project documentation. The same applies to Sub-contractors.

4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on 'Non-Disclosure of Confidential Information' and 'Absence of Conflict of Interest.' In case of any conflict of interest arising later, the IEM shall inform the Management of the Principal and recuse themselves from that case.

5) The Principal shall provide the Monitor with sufficient information about all meetings among the parties related to the Project, provided such meetings could impact the contractual relations between the Principal and the Contractor. The parties offer 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, they

shall inform the Management of the Principal and request the Management to discontinue or take corrective action or other relevant 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 shall submit a written report to the Management 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 Management of the Principal a substantiated suspicion of an offence under the relevant IPC/ PC Act, and the Management of the Principal has not, within the 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.

9) The word 'Monitor' would include both singular and plural.

Section 9 – Pact Duration:

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders, 6 months after the contract has been awarded. Any violation of the same would entail disqualifying the bidders and exclusion from future business dealings. 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 Management of the Principal.

Section 10 – Other provisions:

1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the place from where the Tender/ Contract is issued.

2) Changes, supplements, and termination notices must be submitted in writing. Side agreements have not been made.

3) If the 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 shall strive to come to an agreement according 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 Annex, the Clause in the Integrity Pact shall prevail.

.....
(For & On behalf of the Principal)
(Office Seal)

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

Place

Place

Date

Date

Witness 1:

Witness 1:

.....
(Name & Address)

.....
(Name & Address)

Annex-1 to Integrity Pact - Guidelines for Indian Agents of Foreign Suppliers

- 1.1 There shall be compulsory registration of agents for all Global Tender Enquiries (GTE) and Limited Tender Enquiries (LTE). An agent not registered with the Procuring Entity shall apply for registration with them.
 - 1.2 Registered agents shall file an authenticated Photostat copy duly attested by a Notary Public/Original certificate of the Principal confirming the agency agreement and giving the status being enjoyed by the agent and the commission/remuneration/salary/ retainer ship being paid by the Principal to the agent before the placement of an order by the Procuring Entity.
 - 1.3 Wherever the Indian representatives have communicated on behalf of their principals and the foreign parties, have stated that they are not paying any commission to the Indian agents, and the Indian representative is working based on salary or as a retainer, a written declaration to this effect should be submitted by the party (i.e., Principal) before finalising the Contract.
- 2.0 Disclosure of Particulars of Agents/ Representatives in India, if any.
- 2.1 Bidders of Foreign nationality shall furnish the following details in their offer:
 - 2.1.1 The name and address of the agents/representatives in India, if any and the extent of authorisation and authority given to commit the Principals. If the agent/representative is a foreign Company, it shall be confirmed whether it is a real functioning Company, and details of the same shall be furnished.
 - 2.1.2 The amount of commission/remuneration included in the quoted price(s) for such agents/representatives in India.
 - 2.1.3 Confirmation of the Bidder that the commission/ remuneration, if any, payable to his agents/representatives in India, may be paid by the Procuring Entity in Indian Rupees only.
 - 2.2 Bidders of Indian Nationality shall furnish the following details in their offers:
 - 2.2.1 The name and address of the foreign principals indicating their nationality as well as their status, i.e., whether manufacturer or agents of manufacturer holding the Letter of Authority of the Principal specifically authorising the agent to make an offer in India in response to tender either directly or through the agents/representatives.
 - 2.2.2 The amount of commission/remuneration included in the price (s) quoted by the Bidder for himself.
 - 2.2.3 Confirmation of the foreign principals of the Bidder that the commission/remuneration, if any, reserved for the Bidder in the quoted price (s) may be paid by the Procuring Entity in India in equivalent Indian Rupees on satisfactory completion of the Project or supplies of Stores and Spares in case of operation items.
 - 2.3 In either case, in the event of the contract materialising, the payment terms shall provide for payment of the commission /remuneration, if any, payable to the

agents/representatives in India in Indian Rupees on expiry of 90 days after the discharge of the obligations under the contract.

- 2.4 Failure to furnish correct and detailed information as called for in paragraph - 2.0 above shall render the concerned bid liable to rejection or, in the event of a contract materialising, the same liable to termination by the Procuring Entity. Besides this, there would be a penalty of banning business dealings with the Procuring Entity or damage or payment of a named sum.

Annex-2 to Integrity Pact – Appointment and Role of IEMs

1. Appointment of IEMs:

- i). Integrity Pact would be implemented through a panel of Independent External Monitors (IEMs) nominated by CVC at an organisation's request from its list of empanelled IEMs. Three IEMs shall be appointed for Maharatna and Navratna PSUs, and two IEMs shall be nominated in all other organisations.
- ii). The IEMs appointed should be eminent persons of high integrity and reputation. A periodical notice inviting applications from eligible persons shall be published on the CVC's website. After due scrutiny and verification of the applications and accompanying documents, as may be deemed appropriate, the name(s) would be included in the panel for nomination as IEM.
- iii). The zone of consideration of eminent persons for empanelment as IEMs would consist of:
 - a) Officers who have held the post of Additional Secretary to Govt of India or were in the equivalent or higher pay scale at the time of retirement (whether serving with Govt of India or any State Govt.).
 - b) Persons who held the CMD post of Schedule 'A' Public Sector Enterprise and were equivalent to Additional Secretary to Govt of India at retirement.
 - c) Persons who have held the post of CMD/MD and CEO of Public Sector Banks, Insurance Companies, and other Financial Institutions at retirement.
 - d) Chief Executive Officer of an organisation (other than listed above and were equivalent or higher to Additional Secretary to Govt, of India, at the time of retirement).
 - e) Armed Forces Officers in the pay scale equivalent or higher to Additional Secretaries to Govt of India at retirement.
 - f) The age of IEM should not be more than 70 years at the time of appointment.
 - g) If a retired person has accepted a full-time assignment, post-retirement, either in the government sector, private sector, or elsewhere, he shall not be eligible to be on the panel of IEMs. All those empanelled persons who accept full-time assignments elsewhere would cease to remain on the panel from the date they have taken the assignment. In this regard, it would be incumbent upon the empanelled persons to immediately inform CVC about the acceptance of fulltime assignment by them.
 - h) All IEMs should sign non-disclosure agreements with the organisation in which they are appointed.
 - i) A person acting as an IEM shall not be debarred from taking up other assignments, such as consultancy with other organisations or agencies, subject to his declaring that their additional assignment does not involve any conflict of interest and is not a full-time assignment. The

IEMs must also sign a declaration of absence of conflict of interest with existing assignments. In case of any conflict of interest arising later from an entity wherein he is or has been a consultant, the IEM should inform the CEO and recuse themselves from that case.

j) A person may be appointed as an IEM in a maximum of three organisations at a time. An empanelled person cannot be appointed in one organisation for over three years.

2. Role of IEMs in Integrity Pact:

i). Bidders or their authorised representative may address to the IEMs all the representations/grievances/complaints related to any discrimination on account of lack of fair play in modes of procurement and tendering systems, tendering method, eligibility conditions, bid evaluation criteria, commercial terms & conditions, choice of technology/specifications etc.

ii). The entire panel of IEMs should examine the matter jointly, who would investigate the records, conduct an examination, and submit their joint recommendations to the Management of the Procuring Entity. If the entire panel is unavailable for unavoidable reasons, the available IEM(s) shall examine the complaints. Consent of the IEM(s), who may not be available, shall be taken on record. The IEMs would be provided access to all documents/records of the tender for which a complaint or issue is raised before them, as and when warranted.

iii). The role of IEM is advisory, and the advice of IEM is non-binding on the Organization; however, their advice would help properly implement the Integrity Pact.

iv). IEM should examine the process integrity; they are not expected to concern themselves with fixing the responsibility of officers. IEMs should not associate CVO and /or the officials of the vigilance wing during the examination of the complaints in any manner. A matter being examined by the IEMs can be separately investigated by the CVO if a complaint is received or directed to them by the CVC.

3. Systemic Improvements:

i). The Procurement wing of the organisation shall hold quarterly meetings with the IEMs. A summary of contracts awarded in the previous quarter, covered under the Integrity Pact, shall be shared with the IEMs during the quarterly meeting. Such a summary of contracts should include details like tender number, mode of tendering, the period allowed for publicity, number of bids received, number of bidders considered eligible, and name and address of the successful bidder.

ii). The above summary of contracts is to help the IEMs in analysing whether an appropriate mode of tendering is being adopted by the organisation, i.e., limited tender mode or nomination mode is not unduly used, the number of bidders is not too low, a large number of bidders are not excluded while judging the eligibility or during the technical bid evaluation stage, and whether particular firm or set of specific firms is repeatedly getting contracts etc. Based on their analysis, the IEMs can suggest to the management suitable systemic improvement(s) and measures to improve objectivity in decision-making, capacity building, etc.

iii). It would be desirable to have structured meetings of the IEMs with the Chief Executive of the Organization on a half-yearly basis to discuss and review the information on tenders awarded during the preceding six-month period. Additional such meetings, however, can be held as per requirement. All such meetings with the Procurement wing or with the

organisation's Chief Executive should be minuted.

4. Dispute Mediation:

In case of any dispute between the management and the contractor relating to those contracts where an Integrity Pact is applicable, in case both the parties are agreeable, they may try to settle the dispute through mediation before the panel of IEMs in a time-bound manner. If required, the organisations may adopt any mediation rules for this purpose. However, no more than five meetings shall be held for dispute resolution. Both parties shall equally share the fees/expenses on dispute resolution. If the dispute remains unresolved even after mediation by the panel of IEMs, the organisation may take further action as per the terms & conditions of the contract.

5. Entitlements of IEMs:

- i). IEMs shall be paid fees of ₹25,000/- per sitting subject to a maximum of ₹3,00,000/- in a calendar year for the sitting fees.
- ii). The travel and stay arrangements for the IEMs for such meetings shall equal their entitlements at retirement. Booking travel tickets, as per the mode of travel indicated by the IEM in writing (including email), the organisation shall do local transport and stay. The organisation concerned shall provide a place for meetings and secretarial assistance to IEMs for rendering their job. No payment instead of secretarial aid shall be paid to the IEMs.
- iii). As mentioned above, the travel/ stay arrangements and fees for meetings held by IEMs for mediation between the management and the contractor shall be the same but in addition to the fees for the regular meetings and would be over and above the ceiling of ₹3,00,000/- as per calendar year.

FORM XI

BID SECURING DECLARATION

(Mandatory for MSEs, Start-ups & other entities that are exempted from paying EMD)

(On Contractors Letter head)

Date:.....

Tender No.

To,
(insert complete name and address of the Employer/Purchaser)

I/We, the undersigned, declare that:

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

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years 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 Contractors.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Contractor, upon the earlier of (i) the receipt of your notification of the name of the successful Contractor; 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 Contractor)
Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

FORM XII

DECLARATION OF POWER OF ATTORNEY

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least ₹300)

Dated:

POWER OF ATTORNEY

To whomsoever it may concern

Mr. _____ **[Name of the Person(s)]**, residing at _____
[Address of the person(s)], acting as **(Designation of the person and name of the firm)**, and whose signature is attested below, is hereby authorized on behalf of _____ **[Name of the Bidder (in case of a consortium, name of the lead member)]** to sign the tender **[(Tender No.....and (Tender subject- “ ”)]** and submit the same and is hereby further authorized to provide relevant information/ document and respond to the enquiry's etc. as may be required by Deendayal Port Authority (DPA) in respect of the tender.

And I/ we hereby agree that all acts, deeds and things lawfully done by our said attorney shall be construed as acts, deeds and things done by us and I/ we undertake to ratify and confirm all and whatsoever that my / our said attorney shall lawfully do or cause to be done for me / us by virtue of the power hereby given.

(Attested signature of Mr.)

For..... (Name of the Bidder / Consortium Members with Seal)

Note :

(In case of Consortium, representative of all members must sign)

FORM XIII

DECLARATION of POWER OF ATTORNEY FOR LEAD MEMBER OF CONSORTIUM

(To be executed before Notary Public on a Non-Judicial Stamp Paper of at least ₹300)

POWER OF ATTORNEY

Whereas Deendayal Port Authority, Gandhidham (“the Authority”) has invited tenders from interested parties for “.....” (Tender No).

Whereas,, And (collectively the “Consortium”) being members of the Consortium are interested in bidding for the Tender in accordance with the terms and conditions of the Tender Document and other connected documents in respect of the said tender, and

Whereas it is necessary under the Tender Document for the members of the Consortium to designate one of them as the Lead Member with all necessary power and authority to do for and on behalf of the Consortium, all acts, deeds and things as may be necessary in connection with the Consortium’s bid for the Tender and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, M/s. Having our registered office at, M/s..... having our registered office at, M/s. having our registered office at, and M/s. having our registered office at, [the respective names and addresses of the registered office] (hereinafter collectively referred to as the “Principals”) do hereby designate, nominate, constitute, appoint and authorize M/s.having its registered office at, being one of the members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the “Attorney”). We hereby irrevocably authorize the Attorney to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Contract, during the execution of the contract, and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, deeds or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its bid(s) for the tender, including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre Bid and other conferences/meetings, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of bid(s) of the Consortium and generally to represent the Consortium in all its dealings with the Authority, and/or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium’s bid(s) for the tender and/or upon award thereof till the Agreement is entered into with the Authority.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us / Consortium.

IN WITNESS HEREOF WE HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS
DAY OF.....20**

For.....(Name & Title)

For.....(Name & Title)

For.....(Name & Title)

Witnesses:

1.

2.

(To be executed by all the members of the Consortium)

ANNEXURE B

CONTRACT AGREEMENT FORM

(To be executed on ₹300/- non-judicial stamp paper)

This AGREEMENT is made on this day ofMonth of..... Two Thousand
(..... 20...) between the Board of Deendayal Port Authority, a body corporate under
Major Port Authority Act, 2021, having its office at administrative building, Deendayal Port,
Gandhidham-370 201 (herein after referred to as the 'Board' which expression shall unless excluded by
or repugnant to the subject or context be deemed to include the successor in office) of the one part.

And

M/s....., (a partnership firm / proprietorship firm /
company registered under the laws of India) having its place of business at
(Hereinafter referred to as 'Contractor' which expression shall, unless excluded by, or repugnant to the
context be deemed to include his heirs, executors, administrators, representatives and assigns or his
successors in office) of the other part.

WHEREAS the Board of Deendayal Port Authority, Gandhidham is desirous of the executing the
“
_____”
”

WHEREAS the Contractor has offered to execute, complete and maintain such works till handing over
the Board and whereas the Board has accepted the tender of the Contractor for an amount of
₹ _____ (Rupees _____) only and

WHEREAS the Contractor has furnished a sum of ₹ _____/-
(Rupees _____
_____ only) as Earnest Money Deposit (EMD) at the time of tendering, which
will be adjusted against Security deposit as stipulated in **Clause No. 2.20.8** of the **Section II** of the
bid document and the Security deposit will be collected by deductions from the monthly running bills,
at the rates mentioned therein for the due fulfilment of all the conditions of the Contract.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and the expressions shall have the same meanings as are respectively
assigned to them in the conditions of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this
Agreement viz.
 - (a) Notice inviting tender
 - (b) The original Tender Document
 - (c) Bid document uploaded by the Bidder
 - (d) Letter of Acceptance
 - (e) Any correspondences and documents exchanged between the Contractor & Board in connection with
tender/Contract.

3. The Contractor hereby covenants with the Board to execute, complete and maintain the work till handing over the Board in all respects in in conformity and in all respects with the provisions of this Agreement.
4. The Board hereby covenants to pay the Contractor in consideration of such execution, completion, and maintenance of the work for the “Contract Price” at the time and in the manner prescribed by the Contract.

IN WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the Board of Deendayal Port Authority was here into affixed and Thethereof, has set his Hand in the presence of

Deendayal Port Authority

Signed and sealed by
The Contractor in the presence of

Witness with signature

1) Name & Address

2) Name & Address

ANNEXURE C

BANK GUARANTEE FORMAT FOR EMD

**(The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated)
(To be executed ₹300/- non-Judicial Stamp Paper)**

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

Beneficiary's Bank details area as under

Account No. 10316591671

IFSC Code: SBIN0060239

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

Date:

Tender Guarantee No.:

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

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

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

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

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;
or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer;
or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof.

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

[Signature(s)]

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

ANNEXURE D

BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

(To be executed on ₹300/- non-judicial stamp paper)

In consideration of the Chairman representing the Board of Deendayal Port (hereinafter called "The Port") having agreed to exempt (hereinafter called "said contractors") from the demand, under the terms and conditions of the contract awarded in No dated made between and for (herein after called "said Agreement") of Performance security for the due fulfillment by the said contractor(s) of the terms and conditions contained in the said Agreement, on the production of Bank Guarantee for ₹ (Rupees.....only).

We* (hereinafter referred to as the Bank) at the request of the contractor(s) do here by undertake to pay to the Port an amount not exceeding Rs. Against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said contractor (s)of any of the terms and conditions contained in the said Agreement.

We*do here by undertake to pay the amounts due payable under this Guarantee without any demur, merely on demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure by performing the said Agreement. 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 an amount not exceeding Rs.....

We undertake to pay to the Port any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceedings 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.

We* further agree that the Guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till the Engineering Department, Deendayal Port Authority certified that the terms and condition of the said Agreement had been fully and properly carried out by the said contractor's and accordingly discharges this Guarantee. Unless a demand or claim under this Guarantee is made on us in writing within three months from the date of expiry of the validity of the Guarantee period, we shall be discharged from all liability under this Guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of Contractor(s) renew or extend this Guarantee for such further period or periods as the Port may require.

We * further agree the Port, that the Port shall have the fullest liberty without consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend the time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Port against the said Contractor(s)or for any Forbearance, act or omission on the part of the Port or any indulgence by the Port to the said Contractor(s) or by any such matter or thing whatsoever which under the Law relating to sureties would but for this provision, have the effect of so relieving us.

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

We* lastly undertaken to revoke this Guarantee during its currency except with the previous consent of the Port in writing. (Validity/Period should be noted)

This guarantee is valid up to (period) Dated the.....day of 20 for **

Indicate here the name of the Bank Indicate here the period or date.

ANNEXURE E

**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 thename of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

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

For and on behalf of the Insurance Company

in the capacity of

Common

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

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

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

(1) Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.

(2) The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.

(3) Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/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.

(5) Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI) 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.

ANNEXURE F

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE SECURITY DEPOSIT

(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 Deendayal Port,
Deendayal Port Authority
A.O. Building, P.O.
Box No. 50,
Gandhidham-
Kutch.**

Dear Sir,

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

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

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

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

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

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

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

WITNESS

Signed for and on behalf of the Insurance Company

1.....
.....
(Signature)

(Signature)

2.....
.....
(Name)

(Name)

Notes:

- 1. (*) This sum shall be Five percent (5%) of the accepted tender value denominated in the types and proportions of currencies.

(@) The Performance Guarantee should be valid for a period of 60 days beyond the date of completion of all contractual obligations of the contractor, including Defect Liability Period.

(+) This date will be the date of issue of defect liability Certificate (if applicable).

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution/issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/Head office, if so required.

ANNEXURE – G
INVITATION AND DECLARATION FOR NEGOTIATIONS

INVITATION FOR NEGOTIATIONS

(On letterhead of the procuring entity)

No: _____ Dt: _____

To M/ s _____ Registered A/ D

Sub: Tender No ----- opened on -----for the execution of -----

Dear Sir,

The rates quoted in your tender are considered high. You are therefore, requested to come for negotiations of rates, on..... (date) at..... (time) at..... (venue).

You should, however, come for negotiations only in case you are prepared to furnish before such date the declaration appended herewith.

A copy of the form in which you may submit your revised offer after negotiations is enclosed.

Yours faithfully,
(Authorised Officer)

Enclosure:

- (1) Form of Declaration
- (2) Form of Revised Offer

FORM OF DECLARATION

(To be signed and submitted before start of negotiations)

(On company letterhead)

No: _____ Dt: _____

To _____

Sub: Tender No ----- Opened on -----for the execution of -----

Ref: Your invitation for negotiations No: dated:

Dear Sir,

I _____ duly authorised on behalf of M/ s. _____ do declare that in the event of failure of the contemplated negotiations relating to Tender No. _____ opened on _____ my original tender shall remain open for acceptance on its original terms and conditions.

Yours faithfully,
Signatures of bidder, or officer
authorised to sign the bid documents
on behalf of the bidder

Place: _____

Date: _____

ANNEXURE – H
FORMAT OF REVISED OFFER IN NEGOTIATIONS

Revised Offer in Negotiations

(On company letterhead)

From.....
Full address.....
To

Sir,

Sub: **Tender No ----- opened on -----for the execution of -----**

Ref: Your invitation for negotiations no: dated:

1. On further discussions with your representatives onin response to your letter no dated

We are not prepared to reduce the rates already quoted in the original tender, which will remain valid up to.....

Or

1. I/ we reduce my/ our rates as shown in the enclosed schedule of items.

2. I/ we am/ are aware that the provisions of the original bidding document remain valid and binding on me.

3. I/ we undertake to execute the contract as per following Schedule.....

4. I/ we agree to abide by this tender on the revised rate quoted by me/ us, it is open for acceptance for a period of 120/ 180 days from this date, *i. e.*, up to and in default of my/ our doing so, I/ we will forfeit the earnest money deposited with the original tender/ attached herewith. Eligibility as valid tenderers shall be deemed to be the consideration for the said forfeiture.

Yours faithfully,

Signatures of bidder or
Officer authorised to sign the bid
documents on behalf of the bidder

ANNEXURE – I

LETTER (NOTIFICATION) OF AWARD (LOA) OF CONTRACT

Name of the procuring entity _____

LETTER OF AWARD OF CONTRACT

Confidential

Contract No: [Insert date]

Contract Title:

To,

M/ s. [Insert name & address]

Sub: Award of contract for contract no: [insert contract number] and contract title: [insert contract title]

Reference: Your offer no. [insert offer number] against our tender no. [insert tender no] opened on [insert date of opening of tender]

Dear Sir/ Madam

I am directed to inform you that after evaluating the bid documents submitted by you on [enter date] Government of India is pleased to inform you that you have been selected as the successful bidder for [enter description of the work]. The total contract price shall be [enter amount] as indicated in your financial bid submitted on [enter date], in accordance with the procedures intimated in the relevant bid documents.

You/ your authorised representative(s) are requested to be personally present at [insert address] for the signing of the contract by [enter date].

In this respect, we also request you to submit the performance security of [insert amount of Rupees in words] by [insert date]. Security deposit being __ % (___ percent) of the total cost = ₹ _____.

Please apply for refund of EMD deposited over and above the SD of if any.

You are requested to execute necessary agreement within seven days from the date of issue of this letter in the enclosed agreement form. Special adhesive stamp of ₹10 (ten) and revenue stamp of Rs. One shall be affixed on the enclosed agreement form. Treasury receipts of EMD and SD shall be deposited in office within the stipulated time limit as above.

This notification concludes the legally binding contract between the Contractor and DPA, till issue of a formal contract.

Yours truly,

[Authorised Officer]

Enclosure: Agreement Form along with the schedule of deliver

ANNEXURE J (PART 1)

FORM OF APPLICATION BY THE CONTRACTOR FOR SEEKING EXTENSION OF TIME

PART – 1

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

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

extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.

(a)	Serial No.
(b)	Nature of hindrance
(c)	Date of Occurrence
(d)	Period for which it is likely to last
(e)	Period for which extension required for this particular hindrance
(f)	Overlapping period if any, with reference to item.....
(g)	Net extension applied for
(h)	Remarks, if any.

Total period on account of hindrance mentioned above..... Month Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:

(a)	Total value of extra work
(b)	Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12 Submitted to the Sub-Divisional Officer.....

Signature of Contractor Date:

ANNEXURE J (PART 2)

APPLICATION FOR EXTENSION OF TIME

PART – 2

(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 does not recommend 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).

Dy. HOD/SE's recommendations

Signature of Executive Engineer
Date:

HOD's recommendations/approval.

Signature of Superintending Engineer
Date:

Signature of Chief Mechanical Engineer
Date:

ANNEXURE K

NO CLAIM CERTIFICATE

(On company letterhead)

To,
(Contract Executing Officer)
Procuring Entity _____

NO CLAIM CERTIFICATE

Sub: Contract Agreement no. ----- dated -----for the supply of -----

We have received the sum of ₹ (Rupees _____ only) in full and final settlement of all the payments due to us for [*mention the details*] under the above -mentioned contract agreement, between us and Government of India. We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against the Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or
Officer authorised to sign the contract documents
on behalf of the contractor
(Company stamp)

Date: _____

Place: _____

ANNEXURE L

Template for Qualification Criteria for Joint Ventures

1. In certain cases of high value works procurement, the Joint venture firms are allowed to participate. The procuring entity may seek for the following requirements preferably, for the JV firms to meet:
 - Separate identity/ name shall be given to the Joint Venture.
 - Ideally, a Joint Venture (JV) should have no more than three members, but a maximum of five members can be allowed. Among the members, one must be the Lead Member, holding at least 51% of the interest in the JV. Other members should have a share of at least 20% each in JVs with up to three members or 10% each in JVs with more than three members. If there are foreign members in the JV, the Lead Member must be an Indian firm/company with a minimum share of 51%.
 - A member of the JV cannot participate in the same tender as an individual or as part of another JV.
 - The tender form should be obtained and submitted in the name of the JV, not any individual member. However, the tender form can be submitted by the JV, any of its constituent members, or a person authorized by the JV through a Power of Attorney.
 - The Bid Security/Earnest Money Deposit (EMD) should be deposited in the name of the JV by either the JV itself or an authorized representative. If the JV has not been legally established by the tender submission date, the Bid Security can be submitted in the name of all JV members as per the MOU, regardless of each member's share in the JV.
 - The procuring entity should seek the MOU signed between the members of the Joint Venture (JV) in the tender document. The MOU should include all the important information about the JV members, like who they are, how they'll share responsibilities and financial commitments, and what they're responsible for in terms of technical matters and other obligations.
 - Once the tender is submitted, the Memorandum of Understanding (MoU) should not be altered during the tender's validity. Failure to comply may result in the forfeiture of the full Bid Security/Earnest Money Deposit (EMD). Changes to the composition of the Joint Venture (JV) after tender submission and during the contract are generally not allowed, except when necessary, due to legal requirements, with the condition that the minimum eligibility criteria of the JV remain unaltered. The Lead Member of the JV must remain constant. Non-compliance with these rules will render the offer invalid.
 - When a contract is awarded to a Joint Venture (JV), the JV should provide a single Performance Guarantee as required by the tender conditions. It's important to note that all guarantees, such as the Performance Guarantee, Bank Guarantee for Mobilization Advance, Machinery Advance, etc., should be issued in the name of

the JV as a whole. Dividing or splitting these guarantees among individual JV members should not be allowed.

- Upon receiving the Letter of Acceptance (LoA), the Joint Venture (JV) entity to which the contract has been awarded, with the same ownership structure as declared in the OU/JV Agreement submitted with the tender, must be officially registered. The type of registration will depend on whether the JV entity is becoming a Company under 'The Companies Act - 2013,' a Partnership Firm under 'The Indian Partnership Act, 1932,' or an LLP under 'The LLP Act 2008.' A separate PAN (Permanent Account Number) should also be obtained for this entity.
- All relevant documents, including the PAN, must be provided to the procuring entity before the contract agreement is signed. Failure to comply with this requirement within 60 (sixty) days of receiving the LoA may result in contract termination. If the contract is terminated, the procuring entity may forfeit the entire Bid Security/Earnest Money Deposit and other dues owed to the Contractor under the contract. The registered entity should include specific clauses as specified in the registered documents.
- The entity to which the contract is awarded shall have joint and several liability, meaning that all members are equally responsible for executing the project in accordance with the General and Special Conditions of Contract. They are jointly and individually liable for any losses or damages caused to the procuring entity during the contract's execution or due to non-execution. The registration of the entity remains valid throughout the contract, including any extensions and the maintenance period after project completion. The entity must comply with Indian laws and regulations in all aspects of its operations under the contract.
- In the context of Joint Ventures, certain authorizations and restrictions apply. The members of the Joint Venture are required to appoint a Lead Member from within the JV members, who shall be acting as the authorized member of the JV and will represent the JV in dealings related to the tender. The Lead member/ authorized member is responsible for actions such as signing the agreement, entering into the contract, receiving payments, witnessing joint measurements of work completed, and signing measurement books pertaining to the contract. All notices and correspondence regarding the contract will be directed solely to this authorized member.
- Furthermore, it's important to note that no member of the Joint Venture has the unilateral right to assign or transfer their interest, rights, or liabilities within the contract without obtaining written consent from the remaining member(s) and the procuring entity, specifically for the respective tender or contract. These provisions help ensure clarity, accountability, and compliance within the Joint Venture framework.

- The procuring entity should seek the following documents from the JV along with the tender in addition to the qualification requirements as stated in the tender document:
 - (i) In case one or more of the members of the JV is/are partnership firm(s), following documents shall be submitted:
 - (1) A notarized copy of the Partnership Deed or a copy of the Partnership deed registered with the Registrar,
 - (2) A copy of consent of all the partners or individual authorized by partnership firm, to enter into the Joint Venture Agreement on a stamp paper,
 - (3) A notarized or registered copy of Power of Attorney in favour of the individual to sign the MOU/JV Agreement on behalf of the partnership firm and create liability against the firm.
 - (4) An undertaking by all partners of the partnership firm that they are not blacklisted or debarred by any Ministry / Department of the Govt. of India from participation in tenders.
 - (ii) In case one or more members is/are Proprietary Firm or HUF, the following documents shall be enclosed:
 - (1) A copy of notarized affidavit on Stamp Paper declaring that his Concern is a proprietary Concern, and he is sole proprietor of the Concern OR he who is signing the affidavit on behalf of HUF is in the position of 'Karta' of Hindu Undivided Family (HUF) and he has the authority, power and consent given by other members to act on behalf of HUF.
 - (iii) In case one or more members of the JV is/are companies, the following documents shall be submitted:
 - (1) A copy of resolutions of the Directors of the Company, permitting the company to enter into a JV agreement;
 - (2) The copies of MOA (Memorandum of Association)/ AOA (Articles of Association) of the company;
 - (3) A copy of Certificate of Incorporation;
 - (4) A copy of Authorization/copy of Power of Attorney issued by the Company (backed by the resolution of Board of Directors) in favour of the individual to sign the tender, sign MOU/JV Agreement on behalf of the company and create liability against the company.
 - (iv) In case one or more members of the JV is/are LLP firm/s, the following documents shall be submitted:
 - (1) A copy of LLP Agreement
 - (2) A copy of Certificate of Incorporation of LLP

- (3) A copy of resolution passed by partners of LLP firm, permitting the Firm to enter into a JV agreement
 - (4) A copy of Authorization /copy of Power of Attorney issued by the LLP firm (backed by resolution passed by the Partners) in favour of the individual, to sign the tender and/or sign the MOU/ JV agreement on behalf of the LLP and create liability against the LLP.
 - (5) An undertaking by all partners of the LLP that they are not blacklisted or debarred by Railways or any other Ministry / Department of the Govt. of India from participation in tenders / contracts as on the date of submission of bids, either in their individual capacity or in any firm/LLP or JV in which they were / are partners/members. Any Concealment / wrong information in regard to above shall make the contract liable for determination under Clause 62 of the Standard General Conditions of Contract.
- (v) In case one or more members of the JV is/are Society/s or Trust/s, the following documents shall be submitted:
- (1) A copy of Certificate of Registration
 - (2) A copy of Memorandum of Association of Society/Trust Deed
 - (3) A copy of Rules & Regulations of the Society
 - (4) A copy of Power of Attorney, in favour of the individual to sign the tender documents and create liability against the Society/Trust.

2. Credentials & Qualifying Criteria for JV

Technical, financial eligibility and Bid capacity of the JV shall be adjudged based on satisfactory fulfilment of the following criteria:

- a) Technical Eligibility Criteria ('(i)' or '(ii)' mentioned here under):

(i) **For Contracts without composite components**

The technical eligibility criteria for the contract can be met either by the Joint Venture (JV) as a whole or by the Lead Member of the JV. For the other non-lead members of the JV who do not individually meet the technical eligibility criteria as outlined in the tender document, procuring entity should preferably mention certain percentage (say 10%) of the total cost of project in the tender document, that each of them must demonstrate in the form of a technical capacity. This means that every non-lead member of the JV should have successfully completed or substantially advanced a similar project within the past years (say 5 years), up to the month preceding the tender invitation, with a minimum value in percentage as mentioned in the tender document, of the advertised tender value.

(ii) **For Contracts with composite components**

- (1) The technical eligibility criteria for the main part of the contract can be met by either the entire Joint Venture (JV) or the Lead Member. For other components of the work, the criteria can be met by either the JV as a whole or any individual member of the JV. However, non-lead members of the JV who do not meet the technical eligibility for any component of the work must demonstrate a technical capacity equal to a certain percentage (e.g., 10%) of the cost specified for that component in the technical eligibility criteria. This means that each non-lead member should have successfully completed or substantially progressed in a similar project within the last seven years, ending on the last day of the month preceding the tender invitation, with a minimum value of a certain percentage (e.g., 10%) of the cost specified for that component in the technical eligibility criteria.
- (2) The Major component of the contract for this purpose shall be the component of contract having highest value. In cases where value of two or more component of contract is same, any one work can be classified as Major component of contract.
- (3) Value of a completed contract done by a Member in an earlier JV shall be reckoned only to the extent of the concerned member's share in that JV for the purpose of satisfying his/her compliance to the above-mentioned technical eligibility criteria in the tender under consideration.
- (4) For the purpose of value of work for the past experience of a firm in a JV, credit shall be given in proportion of the percentage share of the firm in that JV. For experience of key activities credit shall be given for execution of the quantity of that specific activity executed by the firm as part of a JV, duly certified by the Employer. If the Employer's Certificate does not indicate the specific quantity of key activity/activities executed by each partner, in such a case credit for quantity of each key activity shall be given as per following provisions in order of priority:
 - 4.1 As per details given in JV agreement forming part of the relevant Contract Agreement.
 - 4.2 If JV agreement does not provide such details, then credit shall be given in proportion of the percentage share of the firm in that JV.
- (5) In case a JV quoting for the tender has executed similar work and construction experience in key activities, with the same constitution of JV, the requirement specified to be met shall be considered to have been met treating the JV as a single entity for this purpose

(iii) Financial Eligibility Criteria

- (1) The "financial capacity" of the lead partner of JV shall not be less than 51% of the financial eligibility criteria mentioned in the tender document.

(2) The arithmetic sum of individual “financial capacity” of all the members shall be taken as JV’s “financial capacity” to satisfy this requirement.

Note: Contractual payment received by a Member in an earlier JV shall be reckoned only to the extent of the concerned member’s share in that JV for the purpose of satisfying compliance of the above-mentioned financial eligibility criteria in the tender under consideration.

SECTION X

BILL OF QUANTITY (BOQ)

Name of Work	“Providing of Solar Street Lights in the Nagavaladiya Village, Anjar under CSR.”				
<u>Part – A: Electrical Item</u>					
Sr. No.	Description	Qty.	Unit	Rate	Amount
1	Supply at site 5 meter height Octagonal type Pole as per Technical Specification No.1	65	No.		
2	Erection of 5 meter height Octagonal type Pole as per Technical Specification No. 2	65	No.		
3	Supply at site all-in-one Solar Street Light as per Technical Specification No. 3	65	No.		
4	Installation, Testing & Commissioning of all-in-one Solar Street Light as per Technical Specification No. 4	65	No.		
5	Providing Pole earthing with 20mm diameter GI Rod as per Technical Specification No. 5	65	No.		
Total Amount of Part – A (Excluding of GST)					
<u>Part – B: Civil Item</u>					
6	Providing Civil Foundation for Octagonal Pole as per the technical specification No. 6	65	No.		
Total Amount of Part – B (Excluding of GST)					
Total Amount of Part – A & B (Excluding of GST)					
(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).					