

# DEENDAYAL PORT AUTHORITY

(An ISO 9001: 2015 & ISO 14001: 2004 Certified Port)



## MECHANICAL ENGINEERING DEPARTMENT

### ELECTRICAL DIVISION

TENDER NO. EL/AC/2841

Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR

Executive Engineer (E)  
Electrical Division  
Deendayal Port Authority  
7, Ground Floor,  
Nirman Building,  
New Kandla – 370 210.  
Mobile No. 98252 27048

E-mail: [deepak.hazra@deendayalport.gov.in](mailto:deepak.hazra@deendayalport.gov.in)

**NOTICE NO. EL/AC/2841**

Name of work	Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR												
Estimated cost put to tender	₹1,27,43,078.00												
Tender fee:	₹5,000 + 900 (GST) Present rate of GST is 18%												
EMD	<p>₹1,27,431.00</p> <p>Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled &amp; signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – D</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Division – 35</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Group – 351</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Class – 3510</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Sub Class – 35105</td> <td>Electric power generation using solar energy</td> </tr> </tbody> </table>	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class – 35105	Electric power generation using solar energy
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Last date of downloading	23/12/2024 up to 14:00												
Last date and time of submission of E-tender	23/12/2024 up to 14:30 only on website <a href="https://tender.nprocure.com">https://tender.nprocure.com</a> :												
Pre-bid meeting	28/11/2024 at 15:00 Hrs.												
Date and time for opening of E-tender	23/12/2024 at 15:00 Hrs.												
Downloading websites	<a href="https://tender.nprocure.com">https://tender.nprocure.com</a> , <a href="http://www.deendayalport.gov.in">http://www.deendayalport.gov.in</a> as well as <a href="http://www.eprocure.gov.in">http://www.eprocure.gov.in</a> .												
Corrigendum, if any, will be placed on websites only.													

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

**NOTICE INVITING ON LINE TENDER**

<b>Department Name</b>	Mechanical Engineering Department
<b>Circle/ Division</b>	Electrical Division, Port & Customs Building, Ground Floor, New Kandla - (Kutch)-370210
<b>Tender Notice No.</b>	EL/AC/2841
<b>Name of Project</b>	Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR
<b>Name of Work</b>	Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR
<b>Estimated Contract Value (INR)</b>	₹1,27,43,078.00
<b>Period of Completion (in Months)</b>	Four months from the date of issue of Work Order
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	Indian Rupee (INR)
<b>Qualifying Criteria:</b>	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfill the following pre-qualification criteria:</p> <p>a) Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least ₹38,22,923.00 Certified by Chartered Accountant with UDIN.</p> <p>b) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>i) Three similar completed works each costing not less than the amount equal to ₹50,97,231.00 (excluding GST).</p> <p align="center">Or</p> <p>ii) Two similar completed works each costing not less than the amount equal to ₹63,71,539.00 (excluding GST).</p> <p align="center">Or</p> <p>iii) One similar completed work costing not less than the amount equal to ₹1,01,94,462.00 (excluding GST).</p> <p><b><u>IMPORTANT:</u></b></p> <p>(i) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p>

(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

c) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

The available bid capacity will be calculated as under:

Assessed Available Bid capacity =  $A \times N \times 2 - B$ ,

Where,

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

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

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

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

**IMPORTANT:**

(i) The value of annual turnover is not to be considered towards "A" as mentioned in the formula.

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

d) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client

	<p>for that work, which will form the basis for assessing the value of completed work.</p> <p><b><u>IMPORTANT:</u></b></p> <p>(i) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>(iii) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p> <p>e) The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit copy of the license in lieu of the same for consideration.</p>
<b>Definition of Similar work</b>	Similar work means "Supply, installation, testing and commissioning of On-Grid Rooftop Solar Power System" executed for Government or Public Sector Undertaking or any Industrial/ Commercial/ Institutional Organization.
<b>Joint Venture</b>	<b>Not Allowed</b>
<b>Rebate</b>	<b>Not applicable</b>

<p><b>Bid Document Fee:</b></p>	<p>₹ 5,000 + 900 (GST) Present rate of GST is 18% Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under the Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled &amp; signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1" data-bbox="521 733 1386 1142"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – D</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Division – 35</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Group – 351</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Class – 3510</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Sub Class – 35105</td> <td>Electric power generation using solar energy</td> </tr> </tbody> </table>	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class – 35105	Electric power generation using solar energy
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<p><b>Bid Document Fee Payable To:</b></p>	<p>Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p>												
<p><b>Bid Security/ EMD (INR) :</b></p>	<p>₹1,27,431.00 Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled &amp; signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1" data-bbox="521 1814 1386 2072"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – D</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Division – 35</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Group – 351</td> <td>Electric power generation, transmission and distribution</td> </tr> </tbody> </table>	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution				
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<b>Bid Security/ EMD (INR) In Favor of:</b>	Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.													
<b>Bid Document Downloading Start Date</b>	<b>22/11/2024</b>													
<b>Bid Document Downloading End Date</b>	<b>23/12/2024 up to 14:00 Hrs.</b>													
<b>Date &amp; Place of Pre Bid Meeting</b>	28/11/2024 @ 15:00 Hrs. Office of the Chief Mechanical Engineer, A.O. Building, Gandhidham													
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>23/12/2024 @ 14:30 Hrs.</b>													
<b>Bid Validity Period</b>	<b>120 Days</b>													
<b>Condition</b>	<p>(1) Tender Fee shall be submitted through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled &amp; signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – D</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Division – 35</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Group – 351</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Class – 3510</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Sub Class – 35105</td> <td>Electric power generation using solar energy</td> </tr> </tbody> </table> <p>(2) EMD: Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and</p>		Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class – 35105	Electric power generation using solar energy
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	<p>Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the <b>table below only shall become eligible for exemption</b> from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled &amp; signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – D</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Division – 35</td> <td>ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY</td> </tr> <tr> <td>Group – 351</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Class – 3510</td> <td>Electric power generation, transmission and distribution</td> </tr> <tr> <td>Sub Class – 35105</td> <td>Electric power generation using solar energy</td> </tr> </tbody> </table> <p>(3) Integrity Pact Agreement duly signed by the bidder and witness shall be submitted as per Clause No. 9(2) &amp; 9(3) of Section – III of tender in preliminary bid.</p> <p><b>NOTE: Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee, Integrity Pact and MSME certificate along with Bid securing declaration form (in case of exemption) are received as mentioned above.</b></p>	Level	Description	Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY	Group – 351	Electric power generation, transmission and distribution	Class – 3510	Electric power generation, transmission and distribution	Sub Class – 35105	Electric power generation using solar energy
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Remarks	<p>Bidder has to upload the scanned copy of EMD &amp; Tender fee (MSME certificate along with Bid Securing Declaration Form; in case of exemption) and Integrity Pact duly signed by bidder and witness (as per Clause No. 9(2) &amp; 9(3) of Section – III of tender) in preliminary bid submission, without which technical bid will not entertained.</p> <p>The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.</p>												
Bid Opening Date	Technical Bid will be opened on 23/12/2024 @ 15:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.												
Documents required to be submitted by scanning through online	<p>Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>Tender fees plus GST: As indicated above.</p> <p>EMD: As indicated above.</p> <p>Integrity Pact duly signed by bidder and witness (as per Clause No. 9(2) &amp; 9(3) of Section – III of tender)</p> <p>Documents Mentioned in Eligibility Criteria.</p>												
Officer Inviting Bids:	Executive Engineer (Electrical), Electrical Division, Nirman Building, Ground Floor, New Kandla, Kutch, Gujarat 370210.												



Bid Opening Authority :	Executive Engineer (Electrical)
Address:	Executive Engineer (Electrical), Electrical Division, Nirman Building, Ground Floor, New Kandla, Kutch, Gujarat 370210.
Contact Details :	Executive Engineer (Electrical), Electrical Division, Nirman Building, Ground Floor, New Kandla, Kutch, Gujarat 370210. Mobile No. 98252 27048. E-mail ID: <a href="mailto:deepak.hazra@deendayalport.gov.in">deepak.hazra@deendayalport.gov.in</a>

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

(n) Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmadabad – 380054 (Gujarat)

**Contact Details:**

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

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

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

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

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

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

**SECTION – I**  
**INSTRUCTION TO BIDDERS**

**A. GENERAL**

**1. Scope of Bid**

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

**2. Source of funds**

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

**3. Eligible Bidders**

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

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

**4. Eligibility Criteria:**

- 4.1 (I)** The Bidders shall fulfill the following pre-qualification criteria:

Sr. No.	Particulars	Supporting Documents
(A)	Average Annual financial turnover during the last 3 years, ending 31 <sup>st</sup> March of the previous financial year, should be at least ₹38,22,923.00 Certified by Chartered Accountant with UDIN.	Certificate should be issued by the Chartered Accountant.
(B)	Experience of having successfully completed similar works during last 7 years ending	(a) A copy of the completion certificate in respect of the successfully completed similar work.

	<p>last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(1) Three similar completed works each costing not less than the amount equal to ₹50,97,231.00 (excluding GST).</p> <p style="text-align: center;">Or</p> <p>(2) Two similar completed works each costing not less than the amount equal to ₹63,71,539.00 (excluding GST).</p> <p style="text-align: center;">Or</p> <p>(3) One similar completed work costing not less than the amount equal to ₹1,01,94,462.00 (excluding GST).</p>	<p>(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:</p> <p>(1) Name of Contractor (2) Name of Work (3) Number of Work Order/Agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion of work (8) Value of Work executed during the contract period/original contract period (9) Date of issue of completion certificate.</p> <p><b><u>IMPORTANT:</u></b></p> <p>(i) In case a work is started prior to 07 (seven) years, ending last of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.</p> <p>(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.</p> <p>(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.</p> <p>(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.</p>
	<p>Similar works means</p>	<p>“Supply, installation, testing and commissioning of On-Grid Rooftop Solar Power System” executed for Government or Public Sector Undertaking or any Industrial/ Commercial/ Institutional Organization.</p>

<p>(C)</p>	<p>Assessed Available Bid capacity = <math>A \times N \times 2 - B</math>,</p> <p>Where, "N" = Number of years prescribed for completion of the subject contract.</p> <p>"A" = Maximum value of works executed in any one year during last seven years (at current price level).</p> <p>"B" = Value at current price level of existing commitments and ongoing works to be completed in the next 'N' years.</p> <p>Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.</p> <table border="1" data-bbox="337 612 1398 870"> <thead> <tr> <th>Financial Year</th> <th>2023-24</th> <th>2022-23</th> <th>2021-22</th> <th>2020-21</th> <th>2019-20</th> <th>2018-19</th> <th>2017-18</th> </tr> </thead> <tbody> <tr> <td>Index</td> <td>151.4</td> <td>152.5</td> <td>139.4</td> <td>123.4</td> <td>121.8</td> <td>119.8</td> <td>114.9</td> </tr> <tr> <td>Multiplying Factor</td> <td>1.00</td> <td>0.99</td> <td>1.09</td> <td>1.23</td> <td>1.24</td> <td>1.26</td> <td>1.32</td> </tr> </tbody> </table> <p>The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.</p> <p><b>IMPORTANT:</b></p> <p>(i) The value of annual turnover is not to be considered towards "A" in the formula.</p> <p>(ii) The information may be provided as per the format given at Section-IX.</p>	Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18	Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9	Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32
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<p>(D)</p>	<p>In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.</p> <p><b>IMPORTANT:</b></p> <p>(1) The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, should be highlighted.</p> <p>(2) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. The statement should be signed by the Chartered Accountant.</p> <p>In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.</p>																								
<p>(E)</p>	<p>The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit copy of the license in lieu of the same for consideration.</p>																								

<b>INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL</b>		
<b>Sr. No.</b>	<b>Instruction</b>	<b>Precautions</b>
1	<p>There should not be any bulk scanning and uploading of all bidding documents.</p> <p>For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned and uploaded by giving specific name of the documents e.g. name of client.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>No unrelated document should be scanned and included with the specific set of scanned document.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
2	<p>The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal.</p> <p>Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only.</p>	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate, solvency certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

- 4.2 All bidders shall scan and forward the following information and documents with their bids.
- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
  - b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
  - c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
  - d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
  - e. Duly filled Forms mentioned in Section – IV- Part – I.
  - f. PAN, Registration with GST, Provident Fund Authorities.
  - g. Valid Electrical Contractor License issued by respective State.

- h. EMD: As indicated in NIT.
  - i. Tender fee: As indicated in NIT.
  - j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
  - k. A certificate by the bidder that they have not been banned / blacklisted by any govt. Agency.
  - l. Power of attorney (dully accompanied by resolution of Board in case of company).
  - m. Qualifications and experience of key site management and technical personnel proposed for the contract.
  - n. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
  - o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
  - p. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
  - q. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
  - r. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
  - s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- 4.3.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - 4.3.2 Record of poor performance such as abandoning the works, non – completion of the contract.

## **5. One Bid per Bidder**

- 5.1** Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and the bidder can be disqualified for bidding of any contract with DPA for a period of 03 years.

## **6. Joint Venture (This Clause is modified as per Clause No. 1 of Special Conditions, Section – III):**

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

## **7. Cost of Bidding**

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

## **8. Site Visit**

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

## **B. Bidding Documents**

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

**9.1** The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with Clause 9:

Invitation for Bids (NIT)

- Bid Reference No. EL/AC/2841
- NIT : Invitation for Bids
- Section I : Instruction to Bidders
- Section II : General Conditions of Contract
- Section III : Special Conditions of Contract
- Section IV : Forms of Bid
- Section V : Scope of Work & Technical Specifications
- Section VI : Bill of Quantities
- Section VII : Drawings
- SECTION VIII : Approved Make list of electrical items
- SECTION IX : Format for submitting information for bid capacity
- SECTION X : Integrity Pact Agreement

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

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

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

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

### **10.2 Pre-Bid meeting**

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on 28/11/2024 @ 15:00 Hrs. in the Office of the Chief Mechanical Engineer, A.O. Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://tender.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

## **11. Language of Bid**

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

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

The bid submitted by the bidder shall comprise the following:

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

- (i) EMD, Tender Fees and Integrity Pact Agreement duly signed by bidder and witnesses
- (ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

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

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

## **13. Bid Prices**

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

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

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

## **15. Bid Validity**

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



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

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

**16. Bid Security**

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

The tender shall be accompanied by Earnest Money Deposit of ₹1,27,431.00 (Rupees One Lakh Twenty-Seven Thousand Four Hundred Thirty-One only) through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid Certificate along with duly filled & signed Bid Securing Declaration (Form – 6) in preliminary bid failing which the bid shall be considered non-responsive.

Level	Description
Section – D	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Division – 35	ELECTRICITY, GAS, STEAM AND AIRCONDITION SUPPLY
Group - 351	Electric power generation, transmission and distribution
Class – 3510	Electric power generation, transmission and distribution
Sub Class – 35105	Electric power generation using solar energy

**a) EMD**

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in *Form 9*) as per the tender clause and executing the agreement (in *Form 8*) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

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

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

(b) furnish the required performance Guarantee

(iv) The bidder submits more than one bid

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

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

**19. Amendment of Bidding Documents**

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

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

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

**C. Submission of Bids**

**20. Submission of Bids**

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

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

Bid reference No. EL/AC/2841  
Name and address of the bidder.

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of EE (E) within 7 days before opening of the tenders.

The envelopes shall be addressed to:

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

(b) bear the following identification:

**“Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR”**

Bid reference No. EL/AC/2841

Name and address of the bidder.

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

- 21.1 Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than 23/12/2024 up to 14:00 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted by the Bidder, the conditions mentioned in the Port's uploaded document on <https://tender.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

**22. Late Bids**

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

**23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.

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

**D. Bid Opening and Evaluation**

**24. Bid Opening**

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

**25. Clarification of Bids**

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

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

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

**27. Evaluation and Comparison of Bids**

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

**E. Award of Contract**

**28. Award Criteria**

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

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

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

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

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

**30. Letter of Intent:**

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

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

- 31.1 The Bidder who's Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Intent") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- 31.2 The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- 31.3 The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The agreement will incorporate all correspondence between the employer and the successful bidder.

**32. Contract Agreement:**

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

- i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfilment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.
- 32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3 The contract period shall be reckoned from the date of issue of work order to commence the work.
- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present ₹300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialled.

### **33. Performance Security**

- 33.1 Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of BG/FDR/Digital Transfer within 21 days, on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 33.2 Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 33.3 The bank guarantee towards performance guarantee cum security deposit will be accepted from any nationalized bank/scheduled bank (Except co-operative bank) having its branch at Gandhidham.
- 33.4 The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

- 33.5 The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 33.6 The balance Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 33.7 If applicable, the documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

**34. Issue of Work Order**

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

**35. Time Schedule**

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within Four (4) Months from the date of Work Order.

**36. Corrupt or Fraudulent Practices**

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

- (a) Defines the following for the purpose of these provisions:
- (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) Will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.
- (c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**Signature & Seal of Contractor**

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

## SECTION – II

### GENERAL CONDITIONS OF CONTRACT

#### GENERAL CONDITIONS

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

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

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



- m.** "Engineer-in-charge/Nodal officer" shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n.** "Day" are calendar days, "months" are calendar months
- o.** "Equipment" is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p.** "Material" are all supplies, including consumables, used by the contractor for incorporation in the works.
- q.** "Plant" is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

## **2. Use of Contract Document:**

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

## **3. Change Orders:**

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

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

## **4. Resolution of Dispute**

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

b) Jurisdiction of Courts:

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

## **5. Force Majeure:**

- 5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

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

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

**7. Payment Terms (This Clause is modified as per Clause No. 2 of Special Conditions, Section – III):**

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

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

**NOTE:**

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

**8. Insurance:**

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

- a) loss of or damage to the works, plan and materials
- b) loss of or damage to equipment

c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and

d) personal injury or death

- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

## **9. Time Extensions:**

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

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

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

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

## **11. Liquidated Damages**

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or

remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.

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

## **12. Variations**

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

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

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

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

## **13. Acceptance:**

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

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

## **14. Guarantee: (This Clause is modified as per Clause No. 3 of Special Conditions, Section – III)**

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

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

**15 Taxes:**

**GST Clause:**

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

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

**Deduction of Income-Tax & GST:**

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

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

**16. Deduction:**

- 16.1 Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- 16.2 While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, Deendayal Port Authority shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- 16.3 Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

**17. Subcontracts:**

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

**18. Idle Charges:**

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

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

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

**20. Conduct:**

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

**21. Accident:**

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

**22. Watch and ward:**

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

**23. Termination:**

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

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

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

- 23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 23.6 Fundamental breaches of contract include, but shall not be limited to the following:
- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - b) The contractor becomes bankrupt.
  - c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

**24. Arbitration Clause:**

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



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

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

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

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

**25. Indemnification:**

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

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

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

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

**27. Delegation**

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

**28. Communications**

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

**29. Personnel:**

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

**30. Employer's Obligation**

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract.

- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

**31. Queries about the Technical Data**

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

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

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

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

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

**33. Discoveries**

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

**34. Access to the site**

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

**35. Instructions**

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

**36. Safety**

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

**Quality Control**

**37. Identification of Defects**

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

**38. Correction of Defects**

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

Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

**39. Uncorrected Defects**

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

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

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

**41. Removal of Rejected goods:**

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

**42. Use of Contract Document:**

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

**43. Memorandum of Settlement:**

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

**44. Deviations:**

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

**45. Approvals:**

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

**46. Third Party Inspection (This Clause is modified as per Clause No. 4 of Special Conditions, Section – III):**

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

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

**47. Bar Chart:**

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

**48. Engagement of Labour:**

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

**49. Police verification of Contract Labour (This Clause is modified as per Clause No. 5 of Special Conditions, Section – III):**

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

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

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

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may

prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

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

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

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

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

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

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

**1. Site order Book:**

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

**2. Hindrance Register**

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

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

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

**52. Tools & Tackles**

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

**53. Hot work (This Clause is modified as per Clause No. 6 of Special Conditions, Section – III):**

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

**54. Indian Dock Safety Regulations (This Clause is modified as per Clause No. 7 of Special Conditions, Section – III):**

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

**55. Electrical Supervisor Certificate (This Clause is modified as per Clause No. 8 of Special Conditions, Section – III):**

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

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

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

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

**57. Undertaking by the Contractor:**

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

**58. Labour License:**

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

**59. Fraudulent documentation by bidders:**

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

- 60.** If applicable, the contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**Signature & Seal of Contractor**

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



**SECTION – III**  
**SPECIAL CONDITIONS**

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

1. Clause No. 6 of Instructions to Bidders (ITB), Section – I is not applicable.
2. The Clause No. 7 of General Condition of Contract (GCC), Section – II is modified and shall be read as under:

**Payment Terms:**

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

- (1) 70% of item rate (subject to deductions as per tender conditions) on completion of design, supply, erection, installation, testing and commissioning of On-Grid Rooftop Solar Power Plant after inspection & certification of the same by Third Party Inspection Agency appointed by DPA and after inspection & acceptance of the same by DPA.
- (2) 20% of item rate (subject to deductions as per tender conditions) on completion of formalities with the appropriate authorities for arranging appropriate incentives or subsidies from the concerned authorities as per the latest schemes for Solar Power Plant and after acceptance of the same by DPA.
- (3) 10% of item rate (subject to deductions as per tender conditions) on successful completion of whole work and handing over to DPA.
- (4) The payment from 2<sup>nd</sup> 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.

**NOTE:**

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal

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

**Guarantee:**

The guarantee period shall be for a period of one year from the date of handing over of entire work except for Solar PV Modules & Solar Inverters which have warranty period of 5 years from the date of completion of entire work.

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

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

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

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

The following clause is added at para (iv) of Clause 46 Third Party Inspection as under:

(a) 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 Solar PV Modules & Solar Inverters 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.** The Clause No. 49 of General Conditions of Contract (GCC), Section – II is modified and shall be read as under:

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

In case of the authority, where the work will be executed, demands the clearance of Police for the manpower, the same shall be produced at their risk & cost.

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

However, the Sub-Clause 49(a) Submission of Labour Reports by Every Fortnight & 49(b) No Labour Below 14 Years, will remain unaltered.

**6.** The Clause no. 53 of General Conditions of Contract (GCC), Section – II is not

applicable.

**7.** The Clause no. 54 of General Conditions of Contract (GCC), Section – II is not applicable.

**8.** The Clause no. 55 of General Conditions of Contract (GCC), Section – II is modified and shall be read as under:

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit copy of the license in lieu of the same for consideration.

**9. Integrity Pact:**

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

- (1) The Employer / Authorized Person of Employer has signed the IP in the presence of a witness from their side, who has also affixed his/her signature thereof and then the same IP has been uploaded on n-procure portal;
- (2) 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.
- (3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he / she shall submit the Hard Copy of the duly filled, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.

**10.** The rates shall be inclusive of all taxes duties payable by them (except GST). Income tax at prevailing rates and surcharge as applicable thereon shall be deducted at source by DEENDAYAL PORT AUTHORITY in accordance with Income Tax act in accordance with instruction issued by TAX Authorities on this behalf from time to time for this TDS will be given. The deduction of TDS @2% under GST act shall be made.

The TDS under GST Act is required to be deducted @2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors / professionals and others for the work order /contracts exceeding ₹2,50,000.

Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR 1 so that DPA can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.

**11.** The contractor shall be registered under the Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.

**12.** 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. The EIC will ascertain the veracity of that letter directly from the

manufacture. Such material will be accepted after obtaining the approval of the authority who approved the tender.

**13.** 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.

**Signature & Seal of Contractor**

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

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

**PART – I**

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

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

**PART – II**

**To be used by successful Bidder**

<b>Form No.</b>	<b>Name of forms/format</b>
7	Letter of intent
8	Agreement form
9	Specimen bank guarantee of Performance Guarantee/Security Deposit
10	Letter of authority from bank for all BGs
11	Format of Extensions (Part – I)
12	Format of Extension (Part-II)

**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

The Superintending Engineer (Electrical)

Deendayal Port Authority

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

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

Dist. Kachchh (Gujarat)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no. **(EL/AC/2841)**
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - i. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - ii. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

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

**Specimen format for Pre-qualification of bidders**

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

**1. Only for individual bidders**

1.1 Constitution of legal status of Bidder (Attach copy)

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

**2. Turnover of the Firm**

Description	Year	Turn over
(insert the year as per PQC)	2021-22	
i.e. last three financial years ending 31st march of the previous year	2022-23	
	2023-24	

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

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

**3. Similar works**

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

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

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

(A) Existing commitments and on-going works.

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

1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

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

Attach attested certificates.

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

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

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

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

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



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

(To be executed on bidder's Letter Head)

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

(Project title)

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

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

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

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

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

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

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

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

To

The

Dear Sir,

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

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

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

*[Specimen signature]*

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

**EXCEPTIONS AND DEVIATIONS**

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

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

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

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

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

**(Applicable for MSE's)**

**FORMAT FOR BID SECURING DECLARATION**

(To be executed on bidder's Letter Head)

Bid Security Declaration Form

Tender No. EL/AC/2841

Date: \_\_ / \_\_ /2024

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

I/We. The undersigned, declare that:

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

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

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

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

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

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

in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

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

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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

Corporate Seal (where appropriate)

**LETTER OF INTENT FORMAT**

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

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

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/2841

(Name of Work)

Ref: Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

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

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

**Yours Faithfully,**

**(Signature of the controlling Officer)**

**Chief Mechanical Engineer  
Deendayal Port Authority**

**SPECIMEN CONTRACT AGREEMENT**

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

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

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port Authority incorporated by the Major Port Authority Act, 2021 having its Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context , be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

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

WHEREAS the Contractor has deposited a sum of Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as security deposit in the form of \_\_\_\_\_ Bank Guarantee/Online Digital Transfer.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover – I as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e. 'Cover – I'.

ix) Bank Guarantee for security deposit.

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

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of ₹\_\_\_\_\_ (Rupees \_\_\_\_\_ only) at the time and in the manner prescribed of the contract.

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

Witness

1. Name & Address\_\_\_\_\_

Seal

Signature of Contractor

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

Seal

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

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

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

(Chief Mechanical Engineer)  
Deendayal Port Authority

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

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

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

Secretary  
Deendayal Port Authority

**SPECIMEN BANK GURANTEE TOWARDS PERFORMANCE**

**GUARANTEE/SECURITY DEPOSIT**

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

To,

The Board of Authorityees of Deendayal Port of Kandla,

Deendayal Port Authority

A.O.Building, P.O. Box No. 50,

Gandhidham – Kutch.

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

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

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

4. We, \_\_\_\_\_(Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims



satisfied or discharged or till the \_\_\_\_\_ (Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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

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

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

9. Notwithstanding anything contained herein:

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

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

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

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

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

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

Date \_\_\_\_\_ day of \_\_\_\_\_ 2024

For (Name of Bank)  
(Name)  
Signature

**SPECIMEN LETTER OF AUTHORITY FROM BANK**  
**FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authority of Deendayal Port

Dear Sir,

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

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

Name of signature of Bank Officer

**Deendayal Port Authority**

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

**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
  - (a) 1<sup>st</sup> extension vide EE's No.    Dated    Month    Days
  - (b) 2<sup>nd</sup> extension vide EE's No.    Dated    Month    Days
  - (c) 3<sup>rd</sup> extension vide EE's No.    Dated    Month    Days
  - (d) 4<sup>th</sup> extension vide EE's No.    Dated    Month    DaysTotal 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: \_\_\_\_\_

**Deendayal Port Authority**

**APPLICATION FOR EXTENSION OF TIME**

**PART II**

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

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

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

Signature of Divisional Officer

Date:

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

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

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

## **SECTION V**

### **SCOPE OF WORK**

Deendayal Port Authority (DPA) is one of the Major Port in India. The Specification is intended to cover the work of Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants on Turnkey Basis at following Organizations under CSR by Deendayal Port Authority. The name of Organization & minimum DC Capacity of Rooftop Solar Power Plant to be installed & commissioned is as listed below:

Sr. No.	Name of Organization	Minimum Capacity of Rooftop Solar Power Plant to be installed & commissioned	New Installation/ Additional Installation
1	Arya Samaj Gandhidham Charitable Trust, Gandhidham	30kW	New Installation.
2	Blind People's Association (India), Bhuj	8kW	Additional Installation. Existing Installation is of 10kWp Capacity
3	Karunavihar Kanya Sadan, Adipur	8kW	New Installation.
4	Manav Seva Trust, Gandhidham	20kW	New Installation.
5	Mata Lachmi Rotaty Charitable Society, Adipur	20kW	Additional Installation. Existing Installation is of 10kWp Capacity
6	Shri Anjar Education Society, Anjar	38kW + 20kW + 10kW	New Installations.
7	Shri Hari Aasro Trust, Adipur	8kW	New Installation.
8.1	Shri Navchetan Andhjan Mandal, Madhapar (Opposite Kutch Dairy)	33kW	Additional Installation. Existing Installation is of 30kWp Capacity
8.2	Shri Navchetan Andhjan Mandal, Madhapar (Chanchal Hanuman Road)	22kW	Additional Installation. Existing Installation is of 20kWp Capacity
8.3	Shri Navchetan Andhjan Mandal, Madhapar (Near GEB Office)	10kW	Additional Installation. Existing Installation is of 10kWp Capacity
9	Shri Ramakrishna Sharda SevaShram, Anjar	10kW	New Installation.
10	Sri Ramakrishna Seva Kendra (Center), Adipur	14kW	New Installation.

The scope of work consists of Design, Supply, Installation, Testing & Commissioning of On-Grid Rooftop Solar Power Plant on Turnkey Basis at above Organizations. Payment of any Cost / Charges / Fees towards Registration in GEDA, Energy Meter of PGVCL, Net Meter Agreement etc. will be in scope of Contractor. Any required liaison, submission & getting approval of document from CEI/GEDA/PGVCL for successful commissioning of the work of Rooftop Solar Power Plants at all the above mentioned Organisations will be in scope of Contractor.

The contractor shall arrange all types of tools, tackles, scaffoldings, temporary power supply at his own cost for installation, testing & commissioning of the work. The contractor shall

submit layout colored drawing of complete Rooftop Solar Power Plant System in two set hard copy & soft copy after completion of work to DPA. The work shall be executed to the satisfaction of the Engineer in-Charge.

### **TECHNICAL SPECIFICATION**

#### **GENERIC:**

A Grid Tied Photo Voltaic (SPV) power plant shall consists of SPV Array, Module Mounting Structure, Power Conditioning Unit (PCU) consisting of Maximum Power Point Tracker (MPPT), Inverter and Controls and Protections, interconnected cables and switches.

PV Array shall be mounted on a suitable Structure.

Grid tied SPV System shall be without battery and shall be designed with necessary features to supplement the Grid Power during Daytime.

Components and Parts used in the SPV Power Plants including the PV modules, Metallic Structures, Cables, Junction Box, Switches, PCUs etc. shall be as per relevant BIS or IEC or International Specifications, as applicable.

Installation and Testing for Complete System shall be complete in all respect including Designing, Civil work, Fabrication, Cabling work with suitable Bolts, Nuts, Clamps, Connectors and Testing etc.

#### **INVERTER:**

Switching Device: IGBT

No. of Phases: 3

Inverter Output Waveform: Pure Sinewave

Technology: MPPT Based

No. of MPPT per Inverter: As per design requirement.

No. of String at input side of Inverter: As per design requirement.

Maximum Power Point Tracker: Integrated in the PCU/Inverter to maximize energy drawn from the array.

Operating Voltage range of Inverter: 200V to 1000V

Overload support at Input side, DC: 15% of maximum Input Voltage

Maximum Input Current for MPPT (in A): As per design requirement.

Service Condition: Outdoor

Ingress Protection rating of Inverter: IP 65

Cooling medium for Inverter: Intelligent fan cooling

Inverter mounting type: Wall mounted

Standard accessories for Inverter: MC4 DC Connectors, AC Connectors, Mounting Bracket, Nuts & Bolts and Inverter manual.

Manual switch for disconnecting DC Supply shall be provided. Isolation between Input DC and Output AC shall be provided.

#### **INVERTER OUTPUT:**

**Overall Efficiency (in %): >98**

Maximum current for 3 Phase Inverter (in A): As per design requirement.

Output Voltage (in V): 415V for 3 Phase

Auto-trip at Output side: Lower: at 160V, Higher: at 285V with adjustable

Frequency range: 50 Hz  $\pm$  3

Grid Frequency Synchronization range: + 3 Hz or more

Grid Voltage tolerance: -20% and +15%

Efficiency Measurements for Power Conditioners / Inverters: As per IEC 61683 / IS:61683

Environmental Testing for Power conditioners / Inverters: As per IEC 60068-2 (1, 2, 14, 30) / Equivalent BIS Standard.

PCU/Inverter shall be capable of complete automatic operation for wake-up, synchronization and shutdown.

**PROTECTION FOR INVERTER:**

Input Over Voltage Protection,

Low/High Frequency Protection,

Short Circuit Protection,

Output Over Current Protection,

Output Over Voltage Protection,

Output Under Voltage Protection,

Surge Protection,

Grid Input Under Voltage / Over Voltage Protection with auto recovery,

DC disconnect Device,

DC reverse Polarity,

Anti-Islanding Protection as per the Standard,

Insulation Resistance Monitoring,

Overload Protection: 110% for 1 minute,

Over temperature Protection: At 65 °C Cooling Fan shall auto Switch-ON.

THD shall be less than 1.5%

Power Factor at rated Output Power:  $\geq$  0.9

Material of Inverter Body: Aluminium Casting.

**CABLE FOR OUTPUT:**

ISI marked connecting Cables according to Inverter rating for each system: From Inverter to Net Meter.

Conformity of the Specification for Cable: Copper Cable as per IS 694: 2010 latest and Size of cable as per design requirement.

Cable length for output side (from Inverter to Net Meter for each System): As per site requirement.

Cabling work at Input side for each system: With HMS PVC conduit pipe with necessary clamps and screws.

Cabling work at Output side for each system: With HMS PVC conduit pipe with necessary clamps and screws.

Lightning Arrestor for each Unit: 1 No.

Chemical Earthing System for each Inverter: Minimum 3 Nos. & Size of Earthing Electrode as per design requirement.

Danger Boards and Signage: 2 Nos.



## **PV MODULE:**

### **Bifacial Mono Crystalline Type**

#### **PV Module Rating (in Wp): 545 Wp and above**

PV Module conforming to: IEC 61215 / IS 14286 latest for Crystalline Silicon Terrestrial PV Modules Construction, Testing and Safety Requirements: As per IEC 61730 (Part 1) and (Part 2) latest

PV Modules shall comply Salt Mist Corrosion testing: As per IEC 61701 / IS 61701 latest

Tolerance for rated output Power of PV Module:  $\pm 3\%$

No. of PV Module for each Solar Power Plant System: As per design requirement.

The peak-power point voltage and the peak-power point current of any supplied module shall not vary by more than 2%.

Protective devices against surges at the PV module shall be provided.

Material for Module Frame (Corrosion Resistant): Anodized Aluminium

PV Module shall be supplied with IV Curve Sheet at STC.

## **ARRAY STRUCTURE:**

Material of Mounting Structure: Hot dipped Galvanized MS mounting Structure.

Angle of inclination as per the site conditions to take maximum insolation for each mounting structure.

Material of mounting structure for mounting the modules/panels/arrays: Structural Steel, Grade: E300 (as per IS 2062: 2011 latest).

Galvanization of the mounting structure: As per IS 4759 latest

Structural material shall be corrosion resistant and electrolytic compatible: Module frame, fasteners, nuts and bolts.

Material of fasteners: Steel as per IS 1367 (Part 1) 2002 latest.

Structures Design shall allow easy replacement of any module.

Civil Structure shall be as per the load bearing capacity of the roof and the suitable structures based on the quality of roof.

Minimum clearance of the structure from the roof level: 1 meter.

## **JUNCTION BOX:**

Junction Boxes shall be provided in the PV array for termination of connecting cables.

Junction Box on PV Module shall be sealed type.

Material of Junction Box shall be Fibre Reinforced Plastic (FRP).

Ingress Protection Class: IP 65.

Termination of Wire/Cable shall be through cable lugs.

Input & Output Termination shall be through single or double compression cable glands.

Copper bus-bars/terminal blocks shall be housed in the Junction Box with suitable termination threads.

Provision of Earthing System shall be provided as per design requirement.

Surge Protection Device shall be provided for each Junction Box.

## **WIND LOAD:**

The mounting structure shall be designed to withstand the wind speed of 150 km per hour.

**DISPLAY FEATURE ON INVERTER:**

Type of Display: LED

Display Parameters: DC Voltage, DC Current, AC Voltage, AC Current, Output Frequency, Power Factor.

Display for Generating Power Data: Daily, Weekly, Monthly, Yearly with Total Generation.

Generating Power Data Storage Facility shall be for 2 years from the date of commissioning.

**NET METER:**

Approved by concerned Government Authority for connecting to the Grid.

**DC DISTRIBUTION BOARD:**

DC Distribution Panel to receive the DC output from the Array field with Surge Arrestors.

Ingress Protection Class: IP 65.

Bus-bar: Copper Bus-bar of size as per rating of Inverter.

Circuit Breaker for input size (DC side) for Inverter: MCB of suitable rating.

**CABLE FOR INPUT:**

ISI marked connecting cables according to Inverter rating for each system: PV Module to Inverter DC.

Cable for Input: Minimum 1C × 6 Sq. mm Copper Cable as per IS 694: 2010

Cable length for PV Module to Inverter DC: As per site requirement.

**AC DISTRIBUTION BOARD:**

AC Distribution Panel Board for controlling AC power from PCU/Inverter: 3 Phase 415 Volt ± 10%, 50 Hz ± 3 Hz.

Panel Construction: Wall/Floor mounted, air insulated, cubical type with change-over switch, as per design requirement.

Ingress Protection Class: IP 65

All switches and the circuit breakers, connectors shall conform to IS 60947 Part I, II & III.

Circuit Breaker for Output side (AC side) for Inverter: MCB of suitable rating.

**WARRANTY & GUARANTEE:**

Minimum Guarantee for maintaining of Output peak watt capacity: ≥ 90% at the end of 10 years and ≥ 80% at the end of 25 years.

Warranty for PV Modules as per MNRE specification: 25 Years.

Warranty for Inverter: 5 Years

Warranty Card shall be submitted containing the details of the system and information about the system and conditions of warranty.

15 Set of Operation and Maintenance manual for each Solar PV Module shall be submitted.

All the test reports and certificates shall be submitted to DPA.

In case of Grid failure, or low or high Voltage, Solar PV system shall be out of synchronization and disconnected from the Grid.

4 Pole Isolator shall be provided for isolation of Inverter output with respect to the Grid.  
Locking facility for isolation switch shall be provided.

**CERTIFICATIONS:**

The PV Cell type, make of SPV Cell, make of SPV Module & make of PCU/Inverter shall be BIS approved. The contractor shall submit valid BIS Certificates for the same.

Contractor shall provide design report of STAAD PRO for Mounting Structure of Modules for compliance of the Structural Stability which shall be duly verified by TPIA of DPA.

Contractor shall submit type test reports for PV Module, PCU/Inverter.

List of make for Solar Panel:

LONGI/TRINA/GOLDI/VIKRAM/REWNYSIS/RAYZON/WAAREE or Equivalent subject to submission of relevant documents of successful operation of minimum one year in any Government Organization.

List of make for Solar Inverter:

LUMINOUS/MICROTEK/EVVO/LENTO/DELTA/ABB/HITACHI/HUAWEI/SUNGROW or Equivalent subject to submission of relevant documents of successful operation of minimum one year in any Government Organization.

The Solar Inverters shall have warranty of minimum 5 Years and individual Solar Panel warranty shall be minimum 25 Years from the date of commissioning.

**Signature & Seal of Contractor**

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

**SECTION VI**

**Bill of Quantity**

Name of Work: Design, Supply, Installation, Testing & Commissioning of On-Grid Solar Power Plants at various locations under CSR.

Sr. No.	Description	Qty.	Unit	Rate	Amount
1	Design, Supply, Installation, Testing & Commissioning of On-Grid Rooftop Solar Power Plant at following locations along with necessary liaison & taking approvals from CEI/GEDA/PGVCL as per the Scope of Work & Technical Specifications.				
(i)	Arya Samaj Gandhidham Charitable Trust, Gandhidham	1	Complete Job		
(ii)	Blind People's Association (India), Bhuj	1	Complete Job		
(iii)	Karunavihar Kanya Sadan, Adipur	1	Complete Job		
(iv)	Manav Seva Trust, Gandhidham	1	Complete Job		
(v)	Mata Lachmi Rotaty Charitable Society, Adipur	1	Complete Job		
(vi)	Shri Anjar Education Society, Anjar	1	Complete Job		
(vii)	Shri Hari Aasro Trust, Adipur	1	Complete Job		
(viii)	Shri Navchetan Andhjan Mandal, Madhapar (Opposite Kutch Dairy)	1	Complete Job		
(ix)	Shri Navchetan Andhjan Mandal, Madhapar (Chanchal Hanuman Road)	1	Complete Job		
(x)	Shri Navchetan Andhjan Mandal, Madhapar (Near GEB Office)	1	Complete Job		
(xi)	Shri Ramakrishna Sharda SevaShram, Anjar	1	Complete Job		
(xii)	Sri Ramakrishna Seva Kendra (Center), Adipur	1	Complete Job		
Total					
(In words Rupees _____ only) (NOTE: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges; but exclusive of GST).					
<b>Signature &amp; Seal of Contractor</b>			<b>Executive Engineer (E) Deendayal Port Authority</b>		

**SECTION – VII**

<b>Approved Make List of Electrical Items</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
1	HV VCB	Siemens/ Crompton Greaves/ 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/ L&T/ Schneider Electric/ C&S
10	Protection Relay	Areva/ L&T/ Siemens/ ABB/ C&S
11	LT Panel	CPRI Approved
12	Changeover Switch	Siemens/ L&T/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian
13	SFU for Main LT Distribution Panel	Siemens/ L&T/ ABB/ C&S
14	SFU for Distribution Panel & Feeder Pillar	Siemens/ L&T/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian/ Havells
15	MCCB for Main LT Distribution Panel	Siemens/ L&T/ ABB
16	MCCB for Distribution Panel & Feeder Pillar	Siemens/ L&T/ ABB/ C&S/ Schneider Electric/ Legrand/ Indoasian/ Havells
17	MCB/ELCB/RCCB/RCCBO for Main LT Distribution Panel	Siemens/ Hager/ L&T/ ABB
18	MCB for Distribution Panel & Feeder Pillar	Siemens/ L&T/ 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	L&T/ Enercon/ Secure/ L&G/ Rishabh
21	Analog Volt/Ampere Meter for Distribution Panel & Feeder Pillar	Rishabh/ AE/ Enercon/ L&T

22	Selector Switch for Voltmeter/Ampere Meter	L&T/ Siemens/ C&S
23	Power Contactor & Overload Relay	L&T/ Siemens/ ABB
24	Quartz Time Clock Switch	L&T/ 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 having Surge Protection $\geq 10kV$ for Fittings & Internal Surge Protection for Driver of $\geq 4kV$ , 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 Geyser	Bajaj/ Usha/ Crompton Greaves/ Spherehot/ Racold
48	Lug & Cable Glands	Dowells/ Jainson/ Braco

**SECTION – VIII**

**DRAWING**

NOT APPLICABLE

**Signature & Seal of Contractor**

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



**SECTION – IX**

**Format for submitting information for Bid Capacity**

**Annexure – A**

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

**Annexure – B**

Sr. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	Anticipated date of completion	Remaining value of work done for 4 months from the date of opening of preliminary bid

**Signature & Seal of Contractor**

**SECTION – X**

**INTEGRITY PACT**

**Between**

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

And

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

**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. EL/AC/2841. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

**Section 1 - Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the

contract.

- b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 129-139)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 129 to 139).

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

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and

establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

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

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

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

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

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

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

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

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

the Monitor the option to participate in such meetings.

- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
- (9) The word "**Monitor**" would include both singular and plural.

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

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

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


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

Clause in the Integrity Pact will prevail.

~~18005~~  
अधिसारी अभियन्ता (या)  
Executive Engineer (A)  
कडला पोर्ट ट्रस्ट  
Kandla Port Trust  
(For & on behalf of the Principal)

(Office Seal)

Signature of Witness:  
(Name & Address)

  
Nikunj K. Solanki  
Room No. 102,  
Nirman Building,  
New Kandla, Kutch.

Place: Gandhidham

Date: 2024

**Note:** The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr. S K Sarkar, IAS (Retd.),  
(Retd.)  
B-104, Nayantara Aptt.,  
Plot 8 B, Sec 07, Dwarka,  
New Delhi - 110 075.  
Mobile No. 98111 49324  
email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS  
A-9, Sector -30,  
Noida (UP) 201301.  
Mobile No. 9871322133  
email: saurabh7678@yahoo.co.in"

\_\_\_\_\_  
(For & on behalf of the  
Bidder/Contractor)

(Office Seal)

Signature of Witness:  
(Name & Address)

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

**GUIDELINES ON BANNING OF BUSINESS DEALINGS  
(Effective from 01/01/2023)**



**DEENDAYL PORT AUTHORITY**

**(Formerly known as Kandla Port Trust)  
GANDHIDHAM - KUTCH - GUJARAT - 370 201.**

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## **1. Introduction**

- 1.1 "Board" of Deendayal Port Authority (DPA) constituted by the Central Government in accordance with sub-section (1) of section 3 of the Major Port Authorities Act, 2021, has to ensure preservation of rights enshrined under the above Act. DPA has also to safeguard its commercial interests. DPA is committed to deal with Agencies, who have a very high degree of integrity, commitment and sincerity towards the work undertaken. It is not in the interest of DPA to deal with Agencies who commit deception, fraud or other misconduct while participating in tenders/in the execution of contracts awarded/orders issued to them. In order to ensure compliance with the constitutional mandate, it is incumbent on DPA to observe principles of natural justice before banning the business dealings with any Agency.
- 1.2 Since banning of business dealings involves civil consequences for an Agency concerned, it is incumbent that adequate opportunity for hearing is provided and the explanation, if tendered, is considered before passing any order in this regard keeping in view the facts and circumstances of the case.
- 1.3 The objective of these guidelines is to have a common procedure for Banning of Business Dealings with Agencies across the Company.

## **2. Scope**

- 2.1 These guidelines are applicable to the sale and procurement of goods & services including contracts / projects across all the Departments and Divisions of DPA.
- 2.2 The General Conditions of Contract (GCC) of DPA provide that DPA reserves the rights to keep on hold participation in tenders or to ban business dealings if any Agency has been found to have committed misconduct and also to suspend business dealings pending investigation. If such provision does not exist in any GCC, the same may be incorporated.
- 2.3 Similarly, in the case of sale of material, there is a clause in Sale Order to deal with the Agencies / customers / buyers, who indulge in lifting of material in unauthorized manner. This should also include all activities including unauthorized selling of the material. If such a stipulation does not exist in any Sale Order, the same may be incorporated.
- 2.4 However, absence of such a clause as mentioned at para 2.2 & 2.3 above does not in any way restrict the right of the Board (DPA) to take action / decision under these guidelines in appropriate cases.
- 2.5 The procedure for (i) Board wide Hold on participation of the Agency in Tenders (ii) Suspension and (iii) Banning of Business Dealings with Agencies, has been laid down in these guidelines.
- 2.6 It is clarified that these guidelines do not deal with the decision of the Management not to entertain any particular Agency due to its poor / inadequate performance or for any other reason.
- 2.7 The banning shall be with prospective effect, i.e., future business dealings.

## **3. Definitions**

In these Guidelines, unless the context otherwise requires:

- i) 'Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' shall mean and include a public limited company or a private limited company, a firm whether registered or not, an individual, partnership firm, Limited Liability Partnership, a

cooperative society or an association or a group of persons engaged in any commerce, trade, industry, etc. Party / Contractor / Supplier / Purchaser / Customer / Bidder / Tenderer' in the context of these guidelines is termed as 'Agency.'

- ii) 'Inter-connected Agency' shall mean two or more companies having any of the following features:
- a) If one is a subsidiary of the other;
  - b) If the Functional Director(s), Partner(s), Manager(s) or Representative(s) are common;
  - c) If management is common;
  - d) If one owns or controls the other in any manner;
  - e) If the agencies have same authorized signatory (ies)
  - f) If they have the same address/same Permanent Account Number / same Bank Account Number / common email ID.

*Note: This list is only illustrative in nature.*

- iii) 'Competent Authority' and 'Appellate Authority' shall mean the following:

<b>Area of Banning/ Suspension</b>	<b>Competent Authority</b>	<b>1st Appellate Authority</b>	<b>2nd Appellate Authority</b>
Board-wide banning	HoD of the Board	Chairman, DPA	--
Banning / Suspension of business dealings with Foreign supplier of imported coal & coke	HoD's Committee	Chairman, DPA	DPA Board**
Board wide Suspension of business dealings with Agency	Officer nominated by Chairman of Board.  For Department headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board.  For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--
Board wide Hold on participation of the Agency in Tenders #	Officer nominated by Chairman of Board.  For Departments headed by HoDs, the respective HoDs will nominate the officer for this purpose.*	Chairman of the Board.  For Departments headed by HoDs, the respective HoDs will be the Appellate Authority.	--

- \* *For Board – The nominated officer shall be a Direct Reporting Officer (DRO) not below the rank of Head of the Department for "Competent Authority" for the purpose of suspension of business dealings with the Agency as well as for Board wide Hold on participation of the Agency in tenders under these guidelines. For Corporate Office, in case of procurement of items / award of contracts to meet the requirement of Corporate Office only, Head of Department shall be the Competent Authority and HoD concerned shall be the Appellate Authority. The Management of Subsidiary shall define / appoint the "Competent Authority", Appellate Authority & Standing Banning Committee in their respective cases.*
- # *This provision for Hold on participation of the Agency in tenders shall be applicable only in such case where Standing Banning Committee recommends for keeping on Hold the participation in tenders and which shall be limited to particular Department / Division.*
- \*\* *This would be applicable only in cases of banning of business dealings with Foreign Suppliers of imported coal and coke.*

- iv) 'Investigating Department' shall mean any Department or Division investigating into the conduct of the Agency and shall include the Vigilance Department, Central Bureau of Investigation, the State Police or any other department set up by the Central or State Government having powers to investigate.

#### **4. Initiation of Banning/Suspension**

Action for banning/suspension of business dealings with any Agency should be initiated by the Concerned Department such as Indenting / Contracting / Executing Departments, etc. having business dealings with Agency or by the department which floated the tender (in case where the tenderer has committed deception, fraud or other misconduct) subsequent to noticing the irregularities or misconduct on their part.

#### **5. Suspension of Business Dealings**

- 5.1 If the conduct of any Agency (except Foreign Suppliers of imported coal and coke) dealing with DPA is under investigation by any department of any Department, the Concerned Department may consider whether the allegations under investigations are of serious nature and whether pending investigations, it would be advisable to suspend (temporarily discontinue) business dealings with the Agency. Recommendation in the matter shall be submitted to the Competent Authority for this purpose.
- 5.2 If the Competent Authority, after consideration of the matter including the recommendation of the Investigating Department, decides that it would not be in the interest of Department of DPA to continue business dealings pending investigation, it may suspend business dealings with the Agency. The Suspension Order to this effect shall be issued by the Head of Concerned Department or by his representative / concerned executive with the approval of the Head of the Concerned Department, indicating a brief of the charges under investigation and the period of suspension. If it is decided that inter-connected Agencies would also come within the ambit of the order of suspension, the same should be specifically stated in the order. Ordinarily, the order of suspension would operate for a period not more than six months and may be communicated to the Agency and also to the Investigating Department.

Further to the suspension, the investigation, recommendation by the Standing Banning Committee (SBC) and final decision by the Competent Authority to be completed within six months from order of suspension.

- 5.3 The order of suspension of business dealings with the Agency under investigation shall be communicated to all Departmental Heads within the Board. During the period of suspension, no fresh contract will be entered into with the Agency. Suspension would be valid only for the concerned Board.
- 5.4 As far as possible, the Agency under suspension should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for suspension is issued, existing offers against ongoing tenders (prior to issuance of contract)/ new offers of the Agency shall not be entertained during the period of suspension.
- 5.5 For suspension of business dealings with Foreign Suppliers of imported coal & coke, following shall be the procedure:-
- i) Suspension of the foreign suppliers shall apply throughout the Board including Subsidiaries.
  - ii) The complaint against any foreign supplier shall be investigated by Board or by any other Investigating Department. If the gravity of the misconduct under investigation is found serious and it is felt that it would not be in the interest of DPA to continue to deal with such Foreign Supplier, pending investigation, the recommendation on such matter by Investigating Department (including Board) may be sent to Chairman, DPA to place it before a Committee consisting of the following:
    1. Head of Finance Department,
    2. Head of Department
    3. Head of Law / Legal DivisionThe committee shall expeditiously examine the report; give its comments / recommendations within twenty one days of receipt of the reference by DPA.
  - iii) The comments / recommendations of the Committee shall then be placed before DPA Board's Committee. If DPA Board's Committee decides that it is a fit case for suspension, Board's Committee shall pass necessary orders which shall be communicated to the foreign supplier by Head of Department.
- 5.6 If the Agency concerned asks for detailed reasons of suspension, the Agency may be informed that its conduct is under investigation. It is not necessary to enter into correspondence or argument with the Agency at this stage.
- 5.7 It is not necessary to give any show-cause notice or personal hearing to the Agency before issuing the order of suspension. However, if investigations are not complete in six months' time, the Competent Authority with approval of Head of the Department may extend the period of suspension by another three months, during which period the investigation must be completed.

## **6. Grounds on which Banning of Business Dealings can be initiated**

- 6.1 If the security consideration, including questions of loyalty of the Agency to the State, so warrants;

- 6.2 If the Director / Owner of the Agency, proprietor or partner of the firm, is convicted by a Court of Law for offences involving moral turpitude in relation to its business dealings with the Government or any other public sector enterprises or DPA, during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.3 If there is strong justification for believing that the Directors, Proprietors, Partners, owner of the Agency have been guilty of malpractices such as bribery, corruption, fraud, substitution of tenders, interpolations, etc. during the last five years preceding date of tender opening or during execution of contract, provided such information is known to DPA;
- 6.4 If the Agency continuously refuses to return / refund the dues of DPA without showing adequate reason and this is not due to any reasonable dispute which would attract proceedings in Arbitration or Court of Law;
- 6.5 If the Agency employs a public servant dismissed / removed or employs a person convicted for an offence involving corruption or abetment of such offence, provided such information is known to DPA;
- 6.6 If business dealings with the Agency have been banned by the Central or State Govt. or any other public sector enterprise at the time of submitting his bid or on the date of tender opening or at the time of placement of order, provided such information is known to DPA;
- 6.7 If the Agency has resorted to Corrupt, fraudulent practices including misrepresentation of facts and / or fudging / forging / tampering of documents; **Ω**
- 6.8 If the Agency uses intimidation / threatening / misbehaves with DPA Official or brings undue outside pressure or influence on the Board (DPA) or its official in acceptance / performances of the job under the contract;
- 6.9 If the Agency indulges in repeated and / or deliberate use of delay tactics in complying with contractual stipulations / delayed the tendering process;
- 6.10 Willful indulgence by the Agency in supplying sub-standard material irrespective of whether pre-dispatch inspection was carried out by Board (DPA) or not;
- 6.11 Based on the findings of the investigation report of Investigating Department against the Agency for mala-fide / unlawful acts or improper conduct on its part in matters relating to the Board (DPA) or even otherwise;
- 6.12 Established litigant nature of the Agency to derive undue benefit;
- 6.13 Continued poor performance of the Agency in several contracts;
- 6.14 If the Agency misuses the premises or facilities of the Board (DPA), forcefully occupies tampers or damages the Board's properties including land, water resources, forests / trees, etc.
- 6.15 If the Agency resorts to unauthorized sale of materials purchased from the Board.
- 6.16 If the Agency has committed a transgression through violation of any of its commitments under the Integrity Pact entered with DPA.

**(Note:** *The examples given above are only illustrative and not exhaustive. The Competent Authority may decide to ban business dealings for any good and sufficient reason).*

*Ω No experience certificate shall be issued by Engineer in Charge / Executing Authority against the contract to the Agency found to have submitted forged / fabricated documents / indulged in corrupt / fraudulent practices.*

## **7. Banning of Business Dealings.**

- 7.1 A decision to ban business dealings with any Agency by any one of the Departments of DPA will apply throughout the Board including Divisions, i.e., Board-wide banning.
- 7.2 There will be a Standing Banning Committee (SBC) in each Department to be appointed by Competent Authority for processing the cases of "Banning of Business Dealings". However, for procurement of items / award of contracts, to meet the requirement of Board only, the Committee shall be HoD each from Operations, Finance & Law Departments. The proposal of the Concerned Department for initiating action under the Guidelines for Banning of Business Dealings based on their own findings and / or upon receipt of advice of the Investigating Department shall be forwarded through respective Head of Department to the Standing Banning Committee for consideration.
- 7.3 The functions of the Standing Banning Committee shall, inter-alia include:
- i) To examine in detail the allegations / irregularities / misconduct mentioned in the proposal for banning forwarded by the Department, hold preliminary meeting and decide if a prima-facie case for banning under the guidelines exists. If during preliminary meeting, SBC is of opinion that prima facie no case is made out, it shall return the case to the Concerned Department.
  - ii) If it is decided to proceed for banning action, to recommend for issue of show-cause notice (as per para 9) to the Agency by the Concerned Department, as to why action should not be taken against the Agency, including its interconnected agencies, under the Guidelines for Banning of Business Dealings with them. Agency should be asked to submit its reply within 15 days of the show-cause notice.
  - iii) To examine the reply given by the Agency to show-cause notice and call the Agency for personal hearing, if required.
  - iv) To submit final recommendation to the Concerned Department for banning of business dealings with the Agency or Board wide Hold on participation of the Agency in tenders or exoneration.
- 7.4 If banning is recommended by the Standing Banning Committee of any Department / Division, the proposal containing the facts of the case, proper justification of the action proposed, relevant supporting documents along with the recommendation of the SBC and proposed banning period should be sent by the Concerned Department and duly forwarded by the Head of the Department / Division, to the Competent Authority. Based on this proposal, a decision for banning or otherwise shall be taken by the Competent Authority. At this stage if it is felt by the Competent Authority that there is no sufficient ground for banning, then the case with detailed reasons shall be sent back to the respective Department / Division for necessary action at their end. The Competent Authority may consider and pass an appropriate Speaking Order:
- a) For exonerating the Agency if the charges / allegations are not established;
  - b) For banning the business dealings with the Agency or

- c) For putting on Hold the participation of the Agency in tenders in the concerned Department / Division.
- 7.5 If the Competent Authority decides that it is a fit case for banning of business dealings with the Agency, the Competent Authority shall pass necessary orders which shall be routed back to the Department concerned for issuance of banning orders to the Agency. However, in cases where there is a shortage of suppliers and banning may hurt the overall interest of DPA, endeavour should be to pragmatically analyze the circumstances, try to reform the Supplier and to get a written commitment from them that their performance will improve.
- 7.6 If the Competent Authority decides to ban business dealings, the period for which the ban would be operative shall be mentioned. If applicable, the order may also mention that the ban would extend to the interconnected agencies of the Agency. The Speaking Order for banning would be conveyed by the Concerned Department to the Agency concerned and copy circulated to all Departments of DPA.
- 7.7 The Banning period may range from 1 year to 3 years depending on the gravity of the case as decided by the Competent Authority. Ordinarily, the period of banning shall be in the range of 1-2 years from the date of issuance of order depending on the severity of the irregularities / lapses committed / termination of contract due to poor performance, etc. However, in case of fraud / forgery / corrupt / fraudulent practice or tampering of documents by the Agency as given in para 6.7 above, the period of banning to be imposed on the Agency would be three years. The period of suspension, if any, shall be accounted for up to a maximum of 6 months in the period of banning provided the banning order is issued within the period of suspension.
- 7.8 As far as possible, the Agency under banning should be allowed to complete the job of existing contracts, unless the Competent Authority, having regard to the circumstances of the case, decides otherwise. Once the order for banning is issued, existing offers against ongoing tenders (prior to issuance of contract) / new offers of the Agency shall not be entertained during the period of banning. In addition, if the Agency has been banned under provisions of Para 6.7, then the particular contract in which the irregularity has been proved will be terminated with immediate effect. In exceptional cases, where it would not be prudent to terminate the said contract with immediate effect, the contract may be allowed to continue for such minimum period during which alternate arrangement(s) can be made. The same shall however require the approval of the Chairman / HoD where the exigency to continue the contract has been clearly brought out.
- 7.9 In case the Competent Authority has decided to exonerate the Agency, the Concerned Department will issue the exoneration letter to the Agency concerned as well as communicate to all Departmental Heads within the Department / Division. If the Agency has been suspended in the case under consideration, in the same letter to the Agency it must be clarified that the Suspension has also been revoked.
- 7.10 Procedure for Banning of Business Dealings with Foreign Suppliers.
- i) Banning of the Agencies shall apply throughout the Company including Subsidiaries.
  - ii) The complaint against any Foreign Supplier shall be investigated by Head of Department of DPA or any other Investigating Department. After investigation, depending upon the gravity of the misconduct, Investigating Department may send their report to Head of Department of DPA to place it before a Committee referred at 5.5 (ii) above. The Committee shall examine

the report and give its comments / recommendations within 21 days of receipt of the reference by Head of Department, DPA.

- iii) The comments / recommendations of the Committee shall be placed by Head of Department before DPA Board's Committee constituted for the above purpose. If DPA Board's Committee decides that it is a fit case for initiating banning action, it will direct Chairman of DPA to issue show-cause notice to the Agency for replying within a period of 15 days of receipt of the show-cause notice or reasonable time.
- iv) On receipt of the reply or on expiry of the stipulated period, the case shall be submitted by DPA Board's Committee to Chairman of DPA for consideration & decision.
- v) The decision of the Chairman of DPA shall be communicated to the Agency by DPA.

## **8. Department / Division wide Hold on participation of the Agency in Tenders**

- 8.1 If the SBC recommends for Board wide Hold on participation of the Agency in Tenders on coming to a conclusion that the charge against the Agency is minor in nature, the Concerned Department shall put up a proposal to the Competent Authority containing facts of the case, proper justification of action proposed, relevant documents alongwith the recommendations of the Committee and proposed period for Hold from participation in tenders. If the Competent Authority decides that it is a fit case for Board wide Hold on participation of the Agency in tenders, the Competent Authority may pass necessary orders which shall be communicated to the Agency by the Concerned Department. The period of Hold may range from 6 months to 1 year.
- 8.2 The effect of Board wide Hold on participation of the Agency in tenders would be that the Agency would not be considered for any type of Tenders for such period as mentioned in the order at any stage before issuance of contract. Other existing contracts with the Agency would continue unless otherwise decided by the Competent Authority. However, no repeat orders would be placed on the party for the period as mentioned in the order.
- 8.3 The modalities for effecting Hold on participation of the Agency in tenders and re-entry after completion of period of Hold shall be worked out by the concerned Department / Division as the Hold is Department / Division specific.

## **9. Show-cause Notice**

- 9.1 In case where the Competent Authority decides that action against an Agency is called for, a show-cause notice shall be issued to the Agency by the Concerned Department. Statement containing the imputation of misconduct should be appended to the show-cause notice and the Agency should be asked to submit within 15 days a written statement in its defence. It must be clearly mentioned in the Show-Cause Notice that DPA hereby proposes to initiate action against the Agency in terms of the Guidelines on Banning of Business Dealings. Generally, all communication with the Agency shall be through email mentioned by Agency in contract or last known email and postal address.
- 9.2 If the Agency requests for inspection of any relevant document in possession of DPA, necessary facility only for inspection of documents may be provided.

## **10. Appeal against the Decision of the Competent Authority**



- 10.1 The Agency may file an appeal against the order of Board-wide banning of business dealings / suspension / Board wide Hold on participation of the Agency in tenders. The appeal shall lie to the respective Appellate Authority only. Such an appeal shall be preferred within 30 days of receipt of the order.
- 10.2 Appellate Authority would consider the appeal and pass appropriate Speaking Order which shall be communicated by the Concerned Department to the Agency as well as the Competent Authority whose Order has been appealed.

**11. Circulation of the names of Agencies with whom Business Dealings have been banned**

- 11.1 The Board shall upload/update the list of banned agencies alongwith the period of banning immediately on issue of the banning order on the Board's website as well as DPA Tenders website for wider circulation. Other Boards would check the list of banned Agencies before proceeding on tenders at their respective Boards. Boards having SAP/SRM system shall disable the banned vendors in SAP/SRM from issuance of further Enquiry/Purchase Order till the expiry of the banning period.
- 11.2 Depending upon the gravity of misconduct established, the Competent Authority may advise Head of Vigilance Department / HoD for circulating the names of Agency with whom business dealings have been banned, to the Government Departments, other Boards, Public Sector Enterprises, etc., for such action as they deem appropriate. The updated list of banned Agencies must be uploaded by Board on DPA Tenders website for wider circulation.
- 11.3 If Government Departments or a Public Sector Enterprise request for more information about the Agency with whom business dealings have been banned, a copy of the report of Investigating Department / Standing Banning Committee / DPA Board's Committee together with a copy of the order of the Competent Authority / Appellate Authority may be provided.
- 11.4 If business dealings with any Agency have been banned by the Central or State Government or any other Public Sector Enterprise, DPA may, on receipt of such information, without any further enquiry or investigation, issue an order banning business dealings with the Agency and its interconnected Agencies. In event of receipt of information, the procedure for banning in DPA will still have to be followed though no investigation will be called for, and the banning period proposed should be co-terminus with the period of banning in the organization which has issued the banning order but limited to the maximum period of banning as per the extant banning guidelines of DPA. On completion of the banning period as per DPA banning order, the Agency will be eligible for participating in any tenders in DPA irrespective of banning status in the other organization.
- 11.5 Based on the above, Departments / Divisions may take necessary action for implementation of the Guidelines for Banning of Business Dealings and same be made a part of the tender documents.

**12. Saving**

Any amendment to the guidelines shall require the approval of Chairman, DPA.

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