

**DEENDAYAL PORT AUTHORITY**  
ENGINEERING DEPARTMENT



TENDER DOCUMENTS FOR

**CONSTRUCTION OF NEW SEAFARER BUILDING AT KANDLA- CARGO BERTH  
AREA.**

“Invited by”  
Executive Engineer (P), Project Division

Nirman Bhawan- Kandla-370210

Kutch District-Gujarat , India.

Mob (no.): 9724301528

Email: [kptprojectdivision@gmail.com](mailto:kptprojectdivision@gmail.com)

**Name of Work: Construction of New Seafarer building at Kandla- Cargo berth area.**

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**DEENDAYAL PORT AUTHORITY**

COMPETITIVE BIDDING

NIT NO:- P : 04/2024

**NAME OF WORK:** “Construction of New Seafarer building at Kandla- Cargo berth area.”

**PERIOD OF DOWNLOADING OF BID**

**DOCUMENTS FROM : 07/11/2024**

**TO : 10/12/2024 upto 15:00 Hrs.**

**LAST DATE AND TIME FOR RECEIPT OF**

**BIDS DATE: 10/12/ 2024 TIME 16:00 HRS.**

**TIME AND DATE OF OPENING OF BIDS**

**16:30 Hrs. On 10/12/ 2024(Technical bid only)**

**PLACE OF OPENING OF BIDS**

CHAMBER OF EXECUTIVE ENGINEER (P), PROJECT DIVISION, KANDLA – KUTCH (GUJARAT STATE), PIN 370210.

Email: [kptprojectdivision@gmail.com](mailto:kptprojectdivision@gmail.com)

**OFFICER INVITING BIDS**

EXECUTIVE ENGINEER (P), DEENDAYAL PORT AUTHORITY

## **DEENDAYAL PORT AUTHORITY**

### **NOTICE INVITING TENDER**

**Tender No:- P : 04/2024**

### **ONLINE TENDERING (E- Tendering)**

**NAME OF WORK:** Construction of New Seafarer building at Kandla- Cargo berth area.

Online E-Tender are invited by Executive Engineer (P), DPA for the above work as per the details given in the table below.

<b>Work Description</b>	<b>Tender Fee (In Rs.)</b>	<b>Estimated cost(In Rs.)</b>	<b>EMD (In Rs.)</b>	<b>Date of Pre-Bid Meeting</b>	<b>Last Date and time of online Submission of bid documents</b>	<b>Date and time of online opening</b>
<b>Construction of New Seafarer building at Kandla- Cargo berth area.</b>	Rs. 5000 (+) 18% GST =Rs. 5900.00(In the form of digital mode of payment at Punjab National Bank, Kandla Branch Account no. 2177002100004 628 IFSC code: PUNB0217700)	<b>Rs. 7,82,84,688/-</b>	<b>Rs. 7,82,847/-</b>  (in the form of BG Drawn in favour of Board of Deendayal Port Authority, Kandla, issued by any Nationalized / scheduled bank except Co-Operative Bank) having branch at Gandhidham(as per enclosed format)	NIL	Up to 16:00 Hrs. on 10/12/ 2024	10/12/2024 at 16:30 hrs.

Detailed tender notice along with complete tender documents can be downloaded from website <https://tender.nprocure.com> from 07/11/2024 to 10/12/2024@ 16:00 hrs. Tender Notice is also available on <http://deendayalport.gov.in>. Technical Bid will be opened on 10/12/2024 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny & evaluation of Technical Bid. For further details and general enquiries prospective bidders may contact **Executive Engineer (P), 2<sup>nd</sup> Floor, Nirman Bhavan, Kandla-370210, Kutch District, Gujarat State, INDIA**, during working hours before the last date and time of downloading of tender documents.

**EXECUTIVE ENGINEER (P)**  
**Deendayal Port Authority**

**DEENDAYAL PORT AUTHORITY**  
**NOTICE INVITING ON LINE TENDER**

Details about E/Online tender:

<b>Department Name</b>	Civil Engineering Department
<b>Circle/ Division</b>	Project Division, 2 <sup>nd</sup> Floor, Nirman Bhavan, Kandla-370210, Kutch District
Tender Notice No.	P : 04/2024
Name of Project	Construction of New Seafarer building at Kandla- Cargo berth area.
Name of Work	Construction of New Seafarer building at Kandla- Cargo berth area.
<b>Estimated Contract Value (INR)</b>	<b>Rs. 7,82,84,688/-</b>
<b>Period of Completion (in Months)</b>	12 Months.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
<b>Qualifying Criteria :</b>	<p>1. Average annual financial turnover during the last three years ending 31st March of the previous financial years, should be at least <b>Rs. 234.85 Lakhs (The financial turnover document must be certified by a Chartered Accountant (CA) with CA's stamp, signature, and UDIN. Additionally, all necessary documents for the verification of turnover must be provided. Failure to comply with these requirements bid will be treated as non-responsive.)</b>.</p> <p>2. Experience of having successfully completed <b>Similar works</b> during last 7 years ending last day of month previous to the one in which bids are invited should be either of the following:</p> <p style="padding-left: 40px;">Three similar completed works each costing not less than <b>Rs. 313.14 Lakhs</b></p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">Two similar completed works each costing not less than <b>Rs. 391.42 Lakhs</b></p> <p style="text-align: center;">Or</p> <p style="padding-left: 40px;">One similar completed works each costing not less than <b>Rs. 626.28 Lakhs</b></p>

*"Similar Work" means Construction work of Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply, Firefighting, etc. all complete work of a building constructed during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.*

If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub contract is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for min. 2 years. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

*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 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 in preliminary bid tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid as well as duly filled in and signed **"Bid Securing Declaration"** as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached:*

<b>SECTION F</b>	<b>CONSTRUCTION</b>
<b>Division 41</b>	<b>Construction of buildings</b>
<b>Group 410</b>	<b>Construction of buildings</b>
<b>Class 4100</b>	<b>Construction of buildings</b>

	<b>Sub-Class 41001</b>	<b>Construction of buildings carried out on own-account basis or on a fee or contract basis</b>
	<b>Division 43</b>	<b>Specialized construction activities</b>
	<b>Group 433</b>	<b>Building completion and finishing</b>
	<b>Class 4330</b>	Building completion and finishing
	<p>4. Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:</p> <p>Assessed Available Bid capacity = <math>A \times N \times 2 - B</math>, 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. 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>	
Joint Venture	Applicable	

	<ol style="list-style-type: none"> <li>1. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.</li> <li>2. Lead partner should have executed at least one similar work costing <b>Rs. 313.14 Lakhs</b> as per Minimum Eligibility Criteria.</li> <li>3. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.</li> <li>4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.</li> <li>5. Bid Security as required shall be furnished by lead member of JV.</li> </ol>
Rebate	Applicable
Bid Document Fee :	Rs. 5000.00 (+) 18% GST = <b>Rs. 5900.00/-</b>
Bid Document Fee Payable To:	In favour of "Deendayal Port Authority" by digital mode of payment at Punjab National Bank, Kandla Branch Account no. 2177002s100004628 IFSC code: PUNB0217700
Bid Security/ EMD (INR) :	<b>Rs. 7,82,847/-</b>
Bid Security/ EMD (INR) In Favour Of :	(in the form of BG Drawn in favour of Board of Deendayal Port Authority, Kandla, issued by any Nationalized / scheduled bank except Co- Operative Bank) having branch at Gandhidham(as per enclosed format)
Bid Document Downloading Start Date	<b>07/11/2024</b>
Bid Document Downloading End Date	10/12/2024 Up to 1500 Hrs.
Date & Place of Pre Bid Meeting	N.A
Last Date & Time for Receipt of Bids	10/12/2024 Up to 1600 Hrs.
Bid Validity Period	120 Days

Condition ::	<p>Digital mode of payment for tender fee and Bank Guarantee (BG) of Nationalized Bank / Scheduled Bank (except Co-operative Banks) for EMD shall be submitted in electronic form through on line (by scanning) while uploading the bid. This submission shall mean that tender fee and EMD are received. Accordingly offer of those shall be opened whose tender fee and EMD is received electronically. However, for the purpose of realization bidder shall send the same in original to Executive Engineer (P), Deendayal Port Authority at the time of tender opening or send the same through R.P.A.D./speed post or in person so as to reach to Executive Engineer, Project Division, 2<sup>nd</sup> Floor, Nirman Bhavan, Kandla(Kutch),Gujarat 370210. within 7 days from the date of opening.</p> <p>Integrity Pact Agreement:</p> <p>I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p> <p>III. In case of JV firm, IP agreement is to be filled and submitted in the name of the JV firm only.</p>
Remarks::	<p>Submission of Tender Fee, EMD and other Documents during office hours : up to on 17/12/2024 by R.P.A.D/Speed post or in person in the chamber of Executive Engineer, Project Division, 2<sup>nd</sup> Floor, Nirman Bhavan, Kandla(Kutch),Gujarat 370210.</p>
Bid Opening Date::	<p>Technical Bid will be opened on 10/12/2024@ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny &amp; evaluation of Technical Bid.</p>
Documents required to be submitted by scanning through online:	<ol style="list-style-type: none"> <li>a. Documents in support of fulfilling qualifying criteria as indicated above.</li> <li>b. EMD in form of BG from Nationalized bank/schedule Bank (except co-operative banks) from any branch, preferably from local branch.</li> <li>c. Tender fee in form of digital mode of payment.</li> <li>d. Integrity Pact Agreement</li> <li>e. As indicated in clause 4 of section 1 – Instructions to bidders.</li> </ol>

Officer- Inviting Bids::	Executive Engineer (P), Deendayal Port Authority.
Bid Opening Authority ::	Executive Engineer (P), Deendayal Port Authority.
Address::	Executive Engineer (P), Deendayal Port Authority. Project Division, 2 <sup>nd</sup> Floor, Nirman Bhavan, Kandla(Kutch),Gujarat 370210, Kutch District, Gujarat State , INDIA,
Contract Details ::	Telephone : (MoB) <a href="tel:9724301528">9724301528</a>

**EXECUTIVE ENGINEER (P)**  
**Deendayal Port Authority**

**Note :**

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

(n) code Solutions – A division of GNFC Ltd.,

(n)Procure Cell,

403, GNFC Infotower, S.G. Road, Bodakdev,

Ahmedabad – 380054 (Gujarat).

Contact Details :

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

BSNL : +91-79-2684511, 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)

**SECTION -1**

**INSTRUCTIONS TO BIDDERS**

## GENERAL

### 1. Scope of Bid

- 1.1 The Executive Engineer, Project. Division, Deendayal Port Authority., invites bids by E-Tendering for the construction of works of “**Construction of New Seafarer building at Kandla- Cargo berth area**” detailed in the table given in NIT. The bidders may submit on-line bids for the work detailed in the table given in NIT.
- 1.2 The successful bidder will be expected to complete the works by the intended completion date specified in the contract data.

### 2. Source of Funds

- 2.1 The employer has arranged the funds from internal resources and will have sufficient funds in Indian currency for execution of the works.

### 3. Eligible Bidders

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause no .4
- 3.2 All bidders shall provide in Section-2, form of Bid and Qualification Information, a statement that the Bidder is not associated, nor has been associated in the past, directly or indirectly, with the consultant or any other entity that has prepared the design, specifications, and other documents for the Project Manager for the Contract. A firm that has been engaged by the Employer to provide consulting services for the preparation or supervision of the works, and any of its affiliates, shall not be eligible to bid.
- 3.3 Government-owned enterprises may only 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 in accordance with clause 37.

### 4. Eligibility Criteria

- 4.1
  - a. Experience of similar works executed during the last seven years, and details like monetary value, clients, and proof of satisfactory completion.
  - b. Documentary evidence of adequate financial standing and proof from client for satisfactory completion of works.
  - c. Solvency (Not Applicable)
  - d. Equipment requirement/ schedule (**Refer Section-5**)
  - e. Managerial/Manpower requirement (**Refer Section-5**)
  - f. Project Planning and Quality Control procedure to be adopted. (**Refer Section-5**)
  - g. Information regarding projects in hand, current litigation, orders regarding exclusion, expulsion or blacklisting, if any.
  - h. Trained & Certified workmen proposed to be employed at the work site of the project. The Contractor must undertake to employ of certified worker to the extent of 20% of total strength. Valid certificates by a

recognized University, technical Board, or Ministry of Government of India would only be taken cognizance of. **(Refer Section-5)**

4.2 If the Employer has not undertaken pre-qualification of potential bidders, All bidders shall include the following information and documents with their bids in Section- 2.

- 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 construction work performed for each of the last five years.
- c. Experience in works of a similar nature and size for each of the last five years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Major items of construction equipment proposed to carry out the contract.
- e. Qualifications and experience of key site management and technical personnel proposed for the contract.
- f. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years.
- g. Evidence of adequacy of working capital for this contract (access to line(s) of credit and availability of other financial resources).
- h. Authority to seek references from the Bidder's bankers.
- i. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- j. Proposal for subcontracting components of the works amounting to more than 10 percent of the Bid Price (for each qualification should attached); and **(Refer Section-5)**
- k. The proposed methodology and program of construction, 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 (for all contracts over Rs 10M).
- l. PAN, Registration with GST and Provident Fund Authorities.
- m. Integrity Pact

4.3 To qualify for award of the contract, bidders are advised to note the minimum qualification criteria specified below.

- i. Average annual financial turnover during the last three years ending 31st March of the previous financial year should be at least **Rs. 234.86 Lakhs**
- ii. Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following.
  - a. Three similar completed works, each work costing not less than the **Rs 313.14 Lakhs**
  - or
  - b. Two similar completed works, each work costing not less than the **Rs. 391.42 Lakhs**
  - or
  - c. One similar completed works each costing not less than the **Rs. 626.29 Lakhs.**
- iii. "Similar Work" means having experience of Construction work of Institutional/Residential/Commercial RCC framed structure building with external development works, Electrical, Water supply, Firefighting, etc. all complete work of a building constructed during last 7 years ending last day of month previous to the one in which applications are invited. If the bidder has executed the work in private organisation, necessary TDS certificate issued by the private organisation shall be submitted.
- iv. If the similar work is executed as sub-contractor, the contract experience shall be considered for pre-qualification only, if same is carried out in Govt. / Semi Govt. / Autonomous Body working under GoI / Public Sector Undertakings subject to submission of sub-contract permission issued by the respective authority prior to execution of the work. Further, if sub contract is not authenticated, the respective party shall be de-barred for participation in tenders of DPA for min. 2 years. The decision taken by DPA shall be final.

It is mandatory to upload the sub-contract permission letter obtained from the respective authority. Also the completion Certificate / Form 3A authenticated by concern respective authority shall be uploaded along-with TDS certificate deducted from that particular work issued by the competent authority shall be submitted along-with bid submission.

- v. ~~The bidder who are registered with Deendayal Port Authority also have to submit all documents as per tender conditions and hard copy of tender documents duly stamped and signed of authorized person. (Refer Section-5)~~
- vi. In addition to above, the criteria regarding satisfactory performance of the work, Personnel, establishment, plant, equipment, etc. may be incorporated according to the requirement of the project.

**Note:** Figures to be computed and indicated in the individual projects.

- A. In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.

- B. Lead partner should have executed at least one similar work costing **Rs. 313.14 Lakhs** as per Minimum Eligibility Criteria.
- B. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a subcontractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience.
- C. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
- 4.4 To qualify for a package of contracts made up of this and other contracts for which bids are invited in the NIT, the bidder must demonstrate having experience and resources sufficient to meet the aggregate of the qualifying criteria for the individual contracts. **(Refer Section-5).**
- 4.5 Sub- contractors' experience and resources shall not be taken into account in determining the bidder's compliance with the qualifying criteria except to the extent stated in 4.4 above. **(Refer Section-5).**
- 4.6 Bidders who meet the minimum qualification criteria will be qualified only if Their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Note: For bring the value of works to current level, following multiplying factors shall be applicable with reference to escalation based on WPI.

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
<b>Index</b>	<b>151.4</b>	<b>152.5</b>	<b>139.4</b>	<b>123.4</b>	<b>121.8</b>	<b>119.8</b>	<b>114.9</b>
<b>Multiplying factor</b>	<b>1</b>	<b>0.99</b>	<b>1.09</b>	<b>1.23</b>	<b>1.24</b>	<b>1.26</b>	<b>1.32</b>

\*In case of work is completed in FY 2024-25, then the up-dation factor shall be considered as 1 (one).

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 Officer or his nominee-in charge.

- 4.7 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - Record of poor performance such as abandoning the works, not

properly completing the contract, inordinate delays in completion, litigation history or financial failures etc.

- 4.8 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 shall have to be forwarded subsequently so as to reach the office of Executive Engineer (P) within 7 days of opening of the tenders.

The envelopes shall be addressed to:

The Executive Engineer  
(P),Project Division,  
2<sup>nd</sup> Floor, Nirman Bhavan, Deendayal  
Port Authority, Kandla,  
Kutch District Gujarat-State,  
INDIA and submitted on

<https://tender.nprocure.com/>

Bear the following identification:

Accompaniments for “**Construction of Seafarer building at Kandla- Cargo berth area**”

Bid reference No

Name and address of the bidder.

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

**5. One Bid per Bidder**

- 5.1. Each bidder shall submit only one bid. A bidder who submits more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause the entire proposal with the Bidder's participation to be disqualified.

**5.2 Joint Venture**

Companies/Contractors may jointly undertake contract/contracts. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MoU. The firms with at least 26% equity holding each be allowed to jointly meet the eligibility criteria.

**6. Cost of Bidding**

- 6.1 The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

**7. Site Visit**

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

**B. BIDDING DOCUMENTS**

**8. Content of Bidding Documents**

- 8.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause-10:

## Invitation for Bids (NIT)

SECTION 1 Instruction to Bidders  
SECTION 2 Forms of Bid, Qualification Information and letter of Acceptance  
SECTION 3 Conditions of Contract and Special Conditions  
SECTION 4 Contract Data  
SECTION 5 Site Conditions and Specifications  
SECTION 6 Forms of Securities  
SECTION 7 Drawing  
SECTION 8 Bill of quantities

- 8.2. One set of bidding documents will be issued to the bidder. The document should be completed and returned with the bid. **(Refer Section-5)**.
- 8.2.1 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line Tendering process and one copy shall be submitted within 7 days of the date of opening of the tender.
- 8.2.2 The bidder is expected to examine carefully all instructions, conditions of contract, contract data, forms, terms, technical specifications, bill of quantities, forms, drawings, annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to clause 26 hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

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

- 9.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing or by electronic form and be confirmed by hardcopy at the Employer's address indicated in the invitation to bid. The employer will respond to any request for clarification which he received earlier than days(Suggested 7 days) prior to the deadline for submission of bids. The clarifications shall be uploaded on Website of <https://tender.nprocure.com>

### **9.2 Pre – bid meeting (Refer Section-5)**

- 9.2.1 The bidder or his official representative may attend a pre-bid meeting which will take place through online (VC link will be shared on DPA website before meeting) on .....@.....hrs.
- 9.2.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- 9.2.3 The bidder is requested to submit any questions in writing or by cable to reach the Employer not later than one week before the meeting.
- 9.2.4. Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents without delay. Any modification of the bidding documents listed in Sub-Clause 8.1 which may become necessary as a result of the pre-bid meeting shall be made by the Employer exclusively through the issue of an Addendum pursuant to Clause 10 and not through the minutes of the pre-bid meeting.

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

## **10. Amendment of Bidding Documents**

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

10.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated by uploading online on <http://tender.nprocure.com> and <https://www.deendayalport.gov.in/> Or in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum by cable to the Employer.

10.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bid, the Employer shall extend as necessary the deadline for submission of bids, in accordance with sub-clause 20.2 below.

## **C. PREPARATION OF BID:**

### **11. Language of Bid**

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

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

12.1 The bid submitted by the bidder shall comprise the following:

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

- (i) Bid Security
- (ii) Qualification Information Form and Document (Pursuant to clause 4 hereof) and any other materials required to be furnished and submitted by the bidder in accordance with these instructions. The documents listed under Sections 2, 4 and 7 of Sub-Clause 8.1 shall be filled in without exception.

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

- (i) Bill of Quantity (Schedule –B) dully filled and digitally signed by the Bidder.

### **13. Bid Prices**

13.1 The contract shall be for the whole works as described in sub clause 1.1 based on the priced Bill of Quantities submitted by the Bidder.

13.2 The bidder to quote bid price item wise as mentioned in **Schedule-B**.

13.3 All duties, (except GST) taxes, and other levies payable by the contractor under the contract, or for any other cause shall be included in the rates, prices and total Bid Price submitted by the bidder.

13.4

- (a) The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subjected to adjustment on any account.

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

14.1 The unit rates and the prices shall be quoted by the bidder entirely in

Indian Rupees.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period 120 days from the last date of submission of 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 that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid and also shall submit an extension for EMD, if it is in the form of Bank Guarantee.

**16. Bid Security (Earnest Money Deposit-EMD)**

- A. Earnest money Deposit (EMD) should be 1 % of the estimated cost of work and maximum amount of earnest money should be Rs. 50.00 lakhs.
- B. The EMD up to Rs. 5 lakhs be payable in the form of digital mode of payment. EMD beyond Rs.5 lakhs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank only having its branch at Gandhidham. Bank Guarantees submitted as Earnest Money shall be valid for 28 days beyond the validity of the bid. Bank Guarantee shall be verified independently by the Port with the bank before finalization of technical offer. In the event of lack of confirmation of issue of the Bank Guarantee by the Bank, the bid shall stand disqualified.
- C. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1.
- D. EMD shall be refunded suo-motto without any application from the bidders.
- E. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- F. Forfeiture of earnest money.**  
Bid security (Earnest Money) shall be forfeited, if
- (a) The bidder withdraws the bid after bid opening during the period of bid validity.
  - (b) The bidder does not accept the correction of the Bid price, if any.
  - (c) The successful bidder fails within the specified time limit to
    - (i) Sign the Agreement or
    - (ii) Furnish the required Performance security.
    - (iii) In case the contractor fails to commence the work within stipulated time.

In case of forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

Tenders with any condition, including conditional rebates, shall be rejected. However, tenders with unconditional rebate will be acceptable.

- G. 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 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 in preliminary bid tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid *as well as duly filled in and signed "Bid Securing Declaration" as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached:*

<b>SECTION F</b>	<b>CONSTRUCTION</b>
<b>Division 41</b>	<b>Construction of buildings</b>
<b>Group 410</b>	<b>Construction of buildings</b>
<b>Class 4100</b>	<b>Construction of buildings</b>
<b>Sub-Class 41001</b>	<b>Construction of buildings carried out on own-account basis or on a fee or contract basis</b>
<b>Division 43</b>	<b>Specialized construction activities</b>
<b>Group 433</b>	<b>Building completion and finishing</b>
<b>Class 4330</b>	Building completion and finishing

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid (Refer Section-5).**

- 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.
- 18.2 The Bid shall contain no alterations or additions, except those to comply with instructions issued by the Employer, or as necessary to correct errors made by the bidder in which case such corrections shall be initialed by the person or persons signing the bid.

**D Submission of bids**

**19. Sealing and marking of bids**

- 19.1 The bidder shall put Bid security document as per clause No.16, hereof in one envelope and properly seal and mark as "Bid Security". The bidder shall put documents mentioned in clause No.12.1.A (ii) in separate envelope and properly seal and mark as "Technical Bid". Then put both these envelopes into separate envelope, properly seal and mark as "Technical Bid". **(Refer Section-5)**. These envelopes than be put inside one outer envelope and sealed, duly marking the outer envelope as "Technical Bid and Bid Security".

The bidder shall submit "Financial Bid" as per Clause No.12.1. (B) online

only, no hard copy shall be submitted by bidder in separate.

19.2 The envelopes shall

(a) be addressed to Nodal Officer/Employer at the following address.

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

(insert address of office for bid submission), and

**(b) bear the following identification:**

Bid for ..... (name of contract)

Bid reference no ..... (Insert number)

DO NOT OPEN BEFORE (time and date for opening, per Clause  
23) Name and address of the bidder.

The tender complete in all respect should be put in the tender box  
(marked tender No\_\_\_) in the office of \_\_\_\_\_  
\_\_\_\_\_ upto -  
\_\_\_\_\_ p.m. on due date and open at \_\_\_\_\_ on the same  
date in presence of such of the tenderers who may wish to be present.

19.3 In addition to the identification required in Sub-Clause 19.2, the inner envelopes shall indicate the name and address of the bidder of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to Clause 21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Employer will assume no responsibility for the misplacement or premature opening of the Technical bid and financial bid.

**20 Deadline for submission of the Bids**

20.1 Bids must be received by the Employer in On-Line System at website <https://tender.nprocure.com> not later than 15:00 hrs. on 10/12/2024 in the event of the specified date for the submission of bids being declared a holiday by the Employer, the Bids will be received up to the appointed time on the next working day.

20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with Clause 10, 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.

20.3.1 The bidder shall give an undertaking that no change has been made in the hard copy of tender documents he has downloaded from the web site. Discrepancy, if any is noticed at any stage between the Port's tender document and the hard copy submitted by the bidder conditions mentioned in online tender unloaded by Port shall prevail beside the bidder shall be liable for legal action for the lapses.

**21 Late Bids**

21.1 Any bid received by the Employer after the deadline prescribed in Clause 20 will be considered as non-responsive.

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

- 22.1 Bidders may modify or withdraw their bids before the deadline prescribed in Clause 20.
- 22.2 The bidder may finally submit the modified copy to the employer within 07 days of opening of the online tender. **(Refer Section-5)**
- 22.3 No bid may be modified after the deadline for submission of bids.
- 22.4 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity in Clause 15.1 above or as extended pursuant to Clause 15.2 may result in the forfeiture of the Bid security pursuant to Clause 16.
- 22.5 Bidders may only offer discounts to, or otherwise modify the prices of their bids by submitting bid modifications in accordance with this clause or included in the original bid submission. **(Refer Section-5).**

## **E. BID OPENING AND EVALUATION**

### **23. Bid opening**

- 23.1 On the due date and appointed time as specified in clause 20, the Employer will first open Technical bids of all bids received (except those received late) including modifications made pursuant to clause 22 in presence of the bidders or their representative who choose to attend. 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 and location on the next working day.
- 23.2 Envelopes marked "WITHDRAWAL" shall be opened and read out first. Bids for which an acceptable notice of withdrawal has been submitted pursuant to Clause 22 shall not be opened. Bidder's name, withdrawals, modifications of technical bid, the presence of bid security and such other details, as the Employer may consider appropriate will be announced by the Employer at the opening. **(Refer Section-5).**
- 23.3 If all Bidders have submitted unconditional Bids together with requisite bid security, then all bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and/or if the same does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed financial bid containing priced BOQ will be returned to him without opening. All valid financial bids whose technical bids have been determined to be substantially responsive in accordance with Clause 26 hereof, shall be opened on the specified date from declaring the results of the Technical Bid, in presence of the bidders or their representatives who choose to attend. The Bidder's name, the Bid prices, the total amount of each Bid and of any alternative Bid (if alternatives have been requested or permitted), any discounts, Bid modifications and withdrawals, and such other details as the Employer at the opening. Any bid price, discount, or alternative Bid price which is not read out and recorded at Bid opening, will not be taken into account in Bid evaluation. **(Refer Section-5).**
- 23.4 The Employer shall prepare minutes of the Bid opening, including the information disclosed to those present and the minutes shall form part of the contract.

**24 Process to be confidential.**

Information relating to the examination, clarification, evaluation and comparison of the bids and recommendations for the award of a contract shall not be disclosed to Bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

**25. Clarification of Bids**

To assist in the examination and comparison of Bids, the Employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to conform the correction of arithmetic errors discovered by the Employer in the evaluation of the Bids in accordance with Clause 27.

Subject to above Para, 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. If the Bidder wishes to bring additional information to the notice of the Employer, he should do so in writing.

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. No bid may be modified after the deadline for submission of bids.

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

26.1.1 Prior to detailed evaluation of Bids, the Employer will determine whether each Bid : (a) meets the eligibility criteria defined in Clause 4,  
(b) has been properly signed by an authorized signatory (accredited representative) holding power of Attorney in his favor. The Power of Attorney shall inter alia include a provision to bind the Bidder to settlement of disputes clause;  
(c) is accompanied by the required Bid security and;  
(d) is responsive to the requirements of the Bidding documents.

26.1.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without material deviation or reservation. A material deviation or reservation is one (a) which effects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way, the Employer's rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.1.3 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 Correction of Errors**

27.1 Bids determined to be responsive will be checked by the Employer for any arithmetic errors. Errors will be corrected by the Employer as follows.

- (a) Where there is a discrepancy between the rates in figures and in words, the rate in words will govern;
- (b) Where there is discrepancy between the unit rate and the line item total

resulting from multiplying the unit rate by the quantity, the unit rate as quoted will govern. **(Refer Section-5).**

27.2 The amount stated in the Bid will be adjusted by the Employer in accordance with the above procedure for the correction of errors and, with the concurrence of the Bidder, shall be considered as binding upon the bidder. If the Bidder does not accept the corrected amount the Bid will be rejected, and the Bid security may be forfeited in accordance with sub-Clause.16. F.

(b). **(Refer Section-5).**

**28 Blank.**

**29 Evaluation and Comparison of Bids**

29.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with Clause 26.

29.2 In evaluating the Bids, the Employer will determine for each Bid the evaluated Bid Price by adjusting the Bid Price as follows:

(a) Making any correction for errors pursuant to Clause 27;

(b) Making appropriate adjustments to reflect discounts or other price modification offered in accordance with Sub Clause 22.5

29.3 The estimated effect of the price adjustment conditions under Clause 47 of the conditions of contract, during the period of implementation of the Contract, will not be taken into account in Bid evaluation.

29.4 IF the Bid of the successful Bidder is seriously unbalanced in relation to the Nodal Officer or his nominee's estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those prices with the implementation/construction methods and schedule proposed.

**30 NIL.**

**F. AWARD OF CONTRACT**

**31 Award Criteria**

31.1 The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to the Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be (a) eligible in accordance with the provisions of Clause 3 and

(b) qualified in accordance with the provisions of Clause 4. The second bidder (i.e. L2) shall be kept in reserve and may be invited to match the bid submitted by the (L 1) bidder in case such bidder withdraws or is not selected for any reason.

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

Notwithstanding clause 31, the Employer reserve the right to accept or reject any bid 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.

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

- 33.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (hereinafter and in the Conditions of Contract called the "letter of Acceptance") will state the sum that the Employer will pay the Contractor in consideration of the execution, completion and maintenance of the Works by the Contractor as prescribed by the Contract (hereinafter and in the Contract called the "Contract Price").
- 33.2 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 Clause 34.
- 33.3 The Agreement will incorporate all correspondence between the Employer and the successful bidder. It will be signed by the employer and sent to the successful Bidder within (28 days of award of work for global tender and Within 14 days for domestic tender) following the notification of award along with the Letter of Acceptance. Within (28 days for global tender and within 21 days for domestic tender) of receipt, the successful Bidder will furnish the performance security and sign the Agreement with the Employer.
- 33.4 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidder that his Bid have been successful and release the Bid security (EMD).

**34 Performance Security**

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

- 34.1 Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Gandhidham/ fixed deposit/ online transfer in DPA account within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, NOC from Geology (Clause 35, Section V). Payment of welfare cess of final bill.
- 34.2 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification."
- 34.3 The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time, paid on final bill shall be submitted before releasing the

performance guarantee if applicable.

**35 Advance Payment**

- 35.1 The Employer will provide an Advance Payment on the Contract Price as stipulated in the conditions of Contract, subject to maximum amount, as stated in the Contract Data. clause 51 (Section 3)

**36 Conciliator (Refer Section-5).**

The employer proposes that CIDC – SIAC Arbitration Centre be appointed as Conciliator under the contract as provided in sub-clause 24.4 of condition of contract. If the bidder disagrees with this proposal, the bidder should so state in bid.

**37 Corrupt or Fraudulent Practices**

- 37.1 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, for the purpose of these provisions, the terms set forth below as follows:
    - (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.

## **SECTION 2**

### **FORMS OF BID, QUALIFICATION INFORMATION AND LETTER OF ACCEPTANCE**

#### **TABLE OF FORMS**

- 1. FORM OF BID**
- 2. CONTRACTOR'S BID**
- 3. PRE-QUALIFICATION OF BIDDERS**
- 4. LETTER OF ACCEPTANCE**
- 5. NOTICE TO PROCEED WITH THE WORK**
- 6. AGREEMENT FORM**

**SPECIMEN FOR FORM OF BID**  
(To be executed on bidder's letter head)

**Date-**  
**Tender No.**

Name of Work: Construction of Seafarer building at Kandla- Cargo berth area.

To

The Executive Engineer (P),  
Project Division, Deendayal  
Port Authority  
2<sup>nd</sup> Floor, Nirman Bhawan,  
Kandla -370210  
Kutch District Gujarat-State, INDIA

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\_\_\_\_-
- (c) The total price of our tender, excluding any discounts offered in item(d) below, is [ insert the total tender price in words and figures, indicating the various amounts and the respective currencies];[in case of techno-commercial offer it shall be mentioned that 'as filled in the price bid'] (**Refer Section 5**)
- (d) The discounts offered and the methodology for their application are:  
**Discounts.** if our tender is accepted, the following discounts shall apply.  
**Methodology of application of the discounts.** The discounts shall be applied using the following method: (**Refer Section 5**).
- (e) our tender shall be valid for the period of time specified in **[ITB Sub-clause 15.1]**, from the date fixed for the tender submission deadline in accordance with **[ITB Sub- clause20.1]** and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period accordance with **[ITB Sub-clause 15.2]**;
- (f) If our tender is accepted, we commit to submit a performance guarantee in accordance with [insert relevant clause no., ITB Sub-clause 34] for the due performance of the contract, as specified in specimen form for the purpose.
- (g) We, including any subcontractors or contractors for any part of the contract,{Insert the nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the tenderer is a JV. And the nationality each subcontractor and Contractor}
- (h) We have no conflict of interest in accordance with **[ITB Sub-clause no 5]**.

- (i) 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 in accordance with **[ITB Sub-clause no.3]**
- (j) 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 in accordance with **[ITB Sub-clause 33]** and as per specimen from the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated tender or any other tender that you may receive.
- (l) We also make specific note clauses of [ITB, NIT] under which the contract is governed.
- (m) In case of out station firms, having a branch in India for liaison purposes, please mention the name of the contact person and Tel. no., Fax. no., and mail-Id and also the complete postal address of the firm.
- (n) We understand that the communication made with the firm at (m), by the port shall be deemed to have been done with us.

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)

**CONTRACTOR'S BID**

**Description of the works:** Construction of Seafarer building at Kandla-Cargo berth area.

**BID  
TO**

Address ----- (The employer)  
-----

GENTLEMEN,

We offer to execute the works described above in accordance above with the conditions of Contract accompanying this bid for the contract price of \_\_\_\_\_(in figures)  
\_\_\_\_\_ (in letters)

The advance payment required / not required as per rule

We accept the appointment of \_\_\_\_\_ as the conciliator

OR

We do not accept the appointment of \_\_\_\_\_ as the conciliator and proposed instead that \_\_\_\_\_ be appointed as conciliator whose daily fee and biographical data are attached.

This bid and your written acceptance of it shall constitute a binding contract between us. We understand that you are not bound to accept the lowest or any bid you receive.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force In India namely "prevention of corruption act 1988"

We hereby confirm that this bid complies with the bid validity and security required by the bidding documents. We attach herewith our copy of permanent account number (PAN)

Yours faithfully,

Authorized Signature:

Name& title of signatory

Name of Bidder

Address

**Notes:**

To be filled in by the bidder, together with his particulars and date of submission at the bottom of the form of bid.

## 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 tenderers.

### 1. Only for individual bidders:

#### 1.1 Constitution or 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

YEAR	TURN OVER
2021-22	
2022-23	
2023-24	
Average	

Attachments: Financial reports for the last three years; balance sheets, profit and loss statement, auditors reports( in case of companies/ corporation) etc., list them below and attach copies.

### 3. Similar works

Particulars	Year	No. of works	Value
Total value of completed similar work as defined in the tender document during last 7 years.	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		
	2023-24		

Attachments: Supporting documents, viz., successful completion certificates from clients, other documentations to substantiate the similarity of work as per definition of “similar work” employers 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 Port or Dept.	Value of contract 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 Rs	Stipulated Period of completion	Date when decision is expected	Remarks if any
1	2	3	4	5	6	7

Attach certificates from the nodal officer or his nominee(s)-in-charge.

5. The following contractor’s Equipment are essential for carrying out the works. The bidder should list all information requested below.

Item of equipment	Requirement no. capacity	Owned/leased /to be procured	Nos./ capacity	Age/ condition	Remarks (from whom to be purchased)

6. Qualification and experience of key personnel proposed for administration and execution of the contract. Attach biographical data. Refer also to sub. clause 4.3(e) of instructions to bidders and sub. clause 9.1 of the conditions of contract.

<b>Position</b>	<b>Name</b>	<b>Qualification</b>	<b>Years of experience (general)</b>	<b>Years of experience in the proposed position</b>
Project manager				
Discipline specialist etc.,				

**7. Proposed sub-contracts and firms involved**

<b>Sections of the works</b>	<b>Value of sub-contract</b>	<b>Sub-contractor (name and address)</b>	<b>Experience in similar work</b>

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

<b>Other party(ies)</b>	<b>Port/Dept.</b>	<b>Cause of dispute</b>	<b>amount</b>	<b>Remarks involved showing present status</b>

**9. 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]

**LETTER OF ACCEPTANCE**

(on letter paper of the port)

\_\_\_\_\_ (date)

To: \_\_\_\_\_  
(Name and address of the contractor)

Dear Sirs,

Sub: Tender no :

**Construction of Seafarer building at Kandla- Cargo berth area.**

Ref: Your bid dated  
And [list the correspondence with the bidder]

This is to notify you that your bid dated \_\_\_\_\_ for execution of the \_\_\_\_\_ (name of the contract and identification number, as given in the instructions to bidders) for the contract price of rupees \_\_\_\_\_ (amount in words and figures as corrected and modified in accordance with the tender document is here by accepted by the employer/Board).

You are hereby requested to furnish performance security, in the form detailed in tender document for an amount of Rs. \_\_\_\_\_ within { \_\_\_\_\_ } days of the receipt of this letter of acceptance valid upto 28 days from the date of completion obligations expiry of taking over certificate subject to removal of defects period i.e. upto \_\_\_\_\_ and also sign the contract agreement within { \_\_\_\_\_ } days of the receipt of this letter of acceptance , failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.

Please acknowledge receipt.

Yours faithfully,

**Authorized signature**

**DEENDAYAL PORT AUTHORITY**

**ISSUE OF NOTICE TO PROCEED WITH THE WORKS**

\_\_\_\_\_dated

To  
(Name and address of the contractors)

Dear Sirs,

Sub: Tender no.

**“Construction of Seafarer building at Kandla- Cargo berth area.”**

Ref: Letter of acceptance no. dated

Pursuant to your furnishing the requisite security as stipulated in [clause 21 of general conditions of contract] and signing of the contract for execution of the \_\_\_\_\_you are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is here by notified that the [site] is being handed over to you for execution of work in accordance with the contract documents.

Yours faithfully,

**EXECUTIVE ENGINEER (P)  
DEENDAYAL PORT AUTHORITY**

## **SPECIMEN CONTRACT AGREEMENT**

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

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

THIS CONTRACT AGREEMENT is made

The [insert: number] day of [insert: month], [insert: year]

Between

- (1) The Board of Deendayal Port Authority, an autonomous/Corporate body of the ministry of Ports SHIPPING of the Government of INDIA, incorporated under the major port AUTHORITY Act, 2021 as amended thereafter, under the laws of India and having its principal place of business at A.O Building, PO Box No-50, Gandhidham, Gujarat State(hereinafter called” the port”), and ,
- (2) [insert name of the contractor ], [incorporated under] the laws of [country of contractor] and having its place of business at [insert: address of contractor] (hereafter called “the contractor”)

WHEREAS the employer board invited tenders against tender no.[number] for execution of **Construction of Seafarer building at Kandla- Cargo berth area** and has accepted a tender by the contractor in accordance with the supply/delivery schedules, in the sum of[insert contract price in words and figures, expressed in the contract currency (ies)] (hereafter called “contract price”)

AND WHEREAS the contractor agreed to deposit the security deposit as follows for the due fulfilment of all conditions of the contract:-

1. Rs. \_\_\_\_\_ paid in the form of Bank Guarantee No.\_\_\_\_ dated \_\_\_\_ of\_\_\_\_ /Fixed Deposit Receipt/Digital Transfer towards 5% of Contract value as Performance Guarantee. Balance 5% to be recovered from running bills.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this agreement words and expressions shall have the same meanings as per respectively assigned to them in the conditions of contract refer to.
2. The following documents shall constitute the contract between the employer/ board and the contractor, and each shall be read and construed as an integral part of the contract:
  - (a) This contract agreement;
  - (b) Special conditions of contract;
  - (c) General conditions of contract;
  - (d) Technical requirements (including schedule of requirements and technical specifications, drawings);
  - (e) Notice inviting tender;
  - (f) Replies issued to the pre-bid queries, addenda if any issued [numbers and date];
  - (g) The contractor’s bid and original price and delivery schedules;
  - (h) The employer/ board’s notification of award;
  - (i) [correspondence the employer/board has exchanged with the bidder till and after award of contract [specific letters and dates]]
  - (j) And [add here any other documents]

AND WHEREAS

EMPLOYER/BOARD accepted the bid of CONTRACTOR for the provision and the execution of WORK at the CONTRACT PRICE as indicated in CONTRACT upon the terms and subject to the conditions of contract. Now this CONTRACT AGREEMENT witnessed and it is hereby agreed and declared as follows:

**All the disputed related to the subject contract shall be resolved through a conciliation Committee/Council comprising of Independent subject experts.**

3. In consideration of the payment to be made to CONTRACTOR for work to be executed by him. CONTRACTOR hereby covenants with EMPLOYER/BOARD what CONTRACTOR shall and will duly provide, execute and complete work and things in CONTRACT, mentioned or described or which are to be implied there from or may be reasonably necessary for completion of work and the times and in the manner and subject to the terms and conditions or stipulations mentioned in CONTRACT.
4. In consideration of the due provision, execution and completion of work by the contractor in accordance with the terms of the contract, the employer / board does hereby agree with contractor that employer /board will pay to contractor the respective amounts for the work actually done by him and approved by employer/board as per payment terms accepted in contract and payable to contractor under provision of contract at such manner as provided for in the contract.
5. in consideration of the due provision, execution and completion of work, contractor does hereby agree to pay such sums as may be due to employer/ board for the services rendered by employer/ board to contractor as set forth in contract and such other sums as may become payable to employer/ board towards loss, damage to the employer/ board's equipment, materials etc. and such payments to be made at such time and in such manner as is provided in the contract.

IN WITNESS where of the parties hereto have caused this agreement to be executed in accordance with the laws of INDIA on the day, month and year indicated above.

For any behalf of the contractor

Signed: [insert signature of authorized representatives of the contractor]

In the capacity of [insert title or other appropriate designation]

In the presence of [insert identification of official witness]

For and behalf of the employer/ board

Signed: [insert signature]

In the capacity of [insert title or other  
appropriate designation] In the presence  
of [insert identification of official witness]

## **SECTION 3**

# **CONDITIONS OF CONTRACT AND SPECIAL CONDITIONS**

## CONDITIONS OF CONTRACT

### A. General

#### 1. Definitions

1.1 Terms which are defined in the Contract Data are not also defined in the Conditions Contract but keep their defined meanings Capital initials are used to identify defined terms.

**The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data. (Refer Section 5)**

**Bill of Quantities** means the priced and completed Bill of Quantities forming part of the Bid.

**Compensation Events** are those defined in Clause 44

The **Completion Date** is the date of Completion of the Works as certified by the Nodal Officer or his nominee in accordance with Sub Clause 55.1

The **Contract** is the contract between the Employer and the Contractor to execute, complete and maintain the Works. It consists of the documents listed in Clause 2.3 below.

The **Contract Data** defines the documents and other information which comprise the Contract.

The **Contractor** is a person or corporate body whose Bid to carry out the Works has been accepted by Employer.

The **Contractor's Bid** is the completed Bidding documents submitted by the Contractor to the Employer.

The **Contract Price** is the price stated in the letter of acceptance and thereafter as adjusted in accordance with the provisions of the Contract.

**Days** are calendar days, **months** are calendar months.

A **Defect** is any part of the Works not completed in accordance with the Contract.

The **Defects Liability Period** is the Period named in the Contract Data and calculated from the Completion Date.

The **Employer** is the party who will employ the contractor to carry out the Works.

The **Nodal Officer** or his nominee is the person named in the Contract Data (or any other Competent person appointed and notified to the contractor to act in replacement of the Nodal Officer or his nominee) who is responsible for supervising the Contractor, Administering the Contract, certifying payments due to the Contractor, issuing and valuing Variations to the contract, awarding extensions of time and valuing the Compensation Events.

Chief Engineer is the Engineer-in-charge of the work.

**Equipment** is the Contractor's machinery and vehicles brought temporarily to the Site to construct the Works.

The **Initial Contract Price** is the Contract Price listed in the employer's Letter of Acceptance.

The **Intended completion Date** is the date on which it is intended that the Contractor shall complete the works. The Intended Completion Date is specified in the Contract Data. The Intended Completion Date may be revised only by the Nodal Officer or his nominee by issuing an extension of time.

**Materials** are all supplies, including consumables, used by the contractor for incorporation in the Works.

**Plant** is any integral part of the Works which is to have mechanical, electrical, electronic or chemical or biological function.

The **Site** is the area defined as such in the Contract Data.

**Site Investigation Reports** are those which were included in the Bidding documents and are factual interpretative reports about the surface and subsurface conditions at the site.

**Specification** means the Specification of the Works included in the Contract and any modification or addition made or approved by the Nodal Officer or his nominee.

The **Start Date** is given in the Contract Data. It is the date when the Contractor shall commence execution of the works. It does not necessarily coincide with any of the Site Possession Date.

A **Subcontractor** is a person or corporate body who has a Contract with the Contractor to carry out a part of the work in the Contract which includes work on the site.

**Temporary Works** are works designed, constructed, installed and removed by the Contractor which are needed for construction or installation of the Works.

A **Variation** is an instruction given by the Nodal Officer or his nominee which varies the Works. The **Works** are what the Contract requires the Contractor to construct, install and turn over to the Employer as defined in the Contract Data.

The **Trained Work Person** are those employed/proposed to be

employed by the Contractor at the Project Site, who have participated and are in possession of a valid Competency Certificate through a programme run under the auspices of a University, State Technical Board, Ministry of Government of India.

## **2. Interpretation**

- 2.1 In interpreting these Condition of Contract, singular also means plural, male also means female or neuter and the other way around. Headings have no significance. Words have their normal meaning under the language of the Contract unless specifically defined. The Nodal Officer or his nominee will provide instructions clarifying queries about the Conditions of Contract.
- 2.2 If sectional completion is specified in the Contract Data, references in the Conditions of Contract to the Works, the Completion Date, and the Intended Completion Date apply to any Section of the Works (other than references to the Completion Date and Intended Completion date for the whole of the Works).
- 2.3 The documents forming the Contract shall be interpreted in the following order of priority:
- (1) Agreement
  - (2) Letter of Acceptance and notice to proceed with Works Contractor's Bid.
  - (3) Contract Data
  - (4) Conditions of Contract including Special Conditions of Contract
  - (5) Specifications
  - (6) Drawings
  - (7) any other documents listed in the Contract Data as forming part of the Contract and
  - (8) Bill of quantities

## **3. Language and Law**

- 3.1 The language of the Contract and the law governing the Contract are stated in the Contract Data.

## **4. Nodal Officer or his nominee's Decisions**

- 4.1 Except where otherwise specifically stated, the nodal officer or his nominee will decide contractual matters between the Employer and the Contractor in the role representing the Employer.

## **5. Delegation**

- 5.1 The Nodal officer 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.

## **6. Communications**

- 6.1 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).

## **7. Joint venture:**

Companies/Contractors may jointly undertake contract/contracts. Each only would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member to be indicated by bidders, however JV has to designate in their MOU. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

## **8. Subcontracting**

8.1 The Contractor may subcontract with the approval of the Nodal Officer or his nominee but may not assign the Contract without the approval of the Employer in writing. Subcontracting does not alter the Contractor's obligations.

### **Other Contractor**

8.2 The Contractor shall co-operate and share the Site with other contractors, public authorities, utilities, and the Employer between the dates given in the Schedule of other contractors. The Contractor shall as refer to in the Contract Data, also provide facilities and services for them as described in the Schedule. The employer may modify the schedule of other contractors and shall notify the contractor of any such modification.

## **9. Personnel**

9.1 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 Nodal Officer or his nominee. The Nodal Officer or his nominee 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.

9.2 If the Nodal Officer or his nominee 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.

## **10. Employer's and Contractor's Risks**

10.1 The Employer carries the risks which this contract states are Employer's risks and the Contractor carries the risks which this Contract states are Contractor's risks.

## **11. Employer's Risks**

11.1 The Employers risks are;

- (a) In so far as they directly affect the execution of the Works in the country where the Permanent works are to be executed:
  - (i) War and hostilities (whether war be declared or not), invasion, act of foreign enemies:
  - (ii) Rebellion, revolution, insurrection, or military or usurped power, or civil war,
  - (iii) Ionizing radiations, or contamination by radioactivity from any nuclear fuel, or from any nuclear waste, from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive nuclear assembly or nuclear component thereof:
  - (iv) Pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; and

- (v) riot, commotion or disorder, unless solely restricted to the employees of the Contractor or of his Subcontractors and arising from the conduct of the Works;
- (vi) floods, tornadoes, earthquakes and landslides
- (vii) loss or damage due to the use or occupation by the Employer of any Section or part of the Permanent Works, except as may be provided for in the Contract;
- (viii) loss or damage to the extent that it is due to the design of the Works, other than any part of the design provided by the Contractor or for which the Contractor is responsible; and
- (ix) any operation of the forces of nature (in so far as it occurs on the Site) which an experienced contractor:
  - (i) could not have reasonably foreseen, or
  - (ii) could reasonably have foreseen, but against which he could not reasonably have taken at least one of the following measures.
    - A. prevent loss or damage to physical property from occurring by taking appropriate measures, or
    - B. insure against.

## **12. Contractor's risks**

- 12.1 All risks of loss of or damage to physical property and of personal injury and death which arise during and in consequence of the performance of the Contract other than the excepted risks are the responsibility of the Contractor.

## **13. Insurance**

- 13.1 The Contractor shall provide in the joint names of the employer and the Contractor, insurance cover from the Start Date to the end of the Defects Liability Period, in the amounts and deductibles state in the Contract Data for the following events which are due to the Contractors risks.
- a) Loss of or damage to the works plant and materials.
  - b) Loss of or damage to Equipment;
  - c) Loss of or damage property (except the Works, Plant, Materials and Equipment in connection with the Contract, and
  - d) Personal injury of death.
- 13.2 Policies and certificates for insurance shall be delivered by the Contractor to the Nodal Officer or his nominee for the Nodal Officer or his nominee's approval before Start Date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.
- 13.3 If the Contractor does not provide any of the policies and certificates required, the Employer may effect the insurance which the Contractor

should have provided and recover the premiums the Employer has paid from payments otherwise due to the Contractor or, if no payment of the premiums shall be a debt due.

13.4 Alternate to the terms of insurance shall not be made without the approval of the Nodal Officer or his nominee.

13.5 Both parties shall comply with all conditions of the insurance policies.

#### **14. Site Investigation Reports**

14.1 The Contractor, in preparing the Bid, shall rely on the Investigation Report referred to in the Contract Data, supplemented by any information available to the Bidder.

#### **15. Queries about the Contract Data**

15.1 The Nodal Officer or his nominee will clarify queries on the Contract Data.

#### **16. Contractor to Construct the Works.**

16.1 The Contractor shall construct and install the Works in accordance with the Specification and Drawings.

#### **17. The Works to Be Completed by the Intended Completion Date.**

17.1 The Contractor may commence execution of the Works on the Start Date and shall carry out the Works in accordance with the program submitted by the Contractor as updated with the approval of the Nodal Officer or his nominee, and complete them by the Intended Completion Date.

#### **18. Approval by the Nodal Officer or his nominee.**

18.1 The Contractor shall submit Specifications and Drawings showing the proposed Temporary Works to the Nodal Officer or his nominee, who is to approve them if they comply with the specifications and Drawings.

18.2 The Contractor shall be responsible for design of Temporary Works.

18.3 The Nodal Officer or his nominee's approval shall not alter the Contractor's responsibility for design of the Temporary Works.

18.4 NIL.

18.5 All Drawings prepared by the Contractor for the execution of the temporary or permanent Works, are subject to prior approval by the Nodal Officer or his nominee before their use.

#### **19. Safety**

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

#### **20. Discoveries.**

20.1 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 Nodal Officer or his nominee of such discoveries and carry out the Nodal Officer or his nominee's instructions for dealing with them.

## **21. Possession of the Site.**

- 21.1 The Employer shall give possession of all parts of the Site to the Contractor, free from encumbrances. If possession of a part is not given by the date stated in the Contract Data the Employer is deemed to have delayed the start of the relevant activities and this will be a Compensation Event.

## **22. Access to the Site**

- 22.1 The Contractor shall allow the Nodal Officer or his nominee and any person authorized by the Nodal Officer or his nominee 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 works.

## **23. Instructions**

- 23.1 The Contractor shall carry out all instructions of the Nodal Officer or his nominee which comply with the applicable laws where the Site is located.

## **24. Disputes (Refer Section 5)**

- 24.1 If the Contractor believes that a decision taken by the Nodal Officer or his nominee was either outside the authority given to the Nodal Officer or his nominee by the Contract or that the decision was wrongly taken, the decision shall be referred to the conciliator within 28 days of the notification of the Nodal Officer or his nominee's decision.

## **25. Settlement of Disputes (Refer Section 5)**

- 25.1 If a dispute of any kind whatsoever arises between the Employer and the Contractor in connection with, or arising out of the Contract or the execution of the Works, whether during the execution of the Works or after their completion and whether before or after repudiation or after termination of the Contract, including any disagreement by either party with any action, inaction, opinion, instruction, determination, certificate or valuation of the Nodal Officer or his nominee, the matter in dispute shall, in the first place be referred to the Disputes Review Board [DRD] in case of contracts valuing more than Rs.5 crores and above, and for contracts valuing less than Rs. 5 crores, the disputes will firstly be settled by the Conciliator, failing which any party may invoke arbitration clause.

Unless the Contract has already been repudiated or terminated or frustrated the Contractor shall in every case, continue to proceed with the Works with all due diligence and the Contractor and the Employer shall give effect forthwith to every decision of the Nodal Officer or his nominee unless and until the same shall be revised, as hereinafter provided, by the conciliator or in a Dispute Review Board recommendation / Arbitral Award.

### **25.2 Decision by Conciliator**

- (i) The Conciliator shall give a decision in writing within 28 days of receipt of a notification of a dispute.
- (ii) Conciliator shall be paid daily at the rate specified in the contract Data together

with reimbursable expenses of the types specified in the contract data and the cost shall be divided equally between the Employer and the contractor, whatever decision is reached by the conciliator, either party may refer a decision of the conciliator within 28 days of the conciliator's written decision. If neither party refers the disputes to arbitration within 28 days, the conciliator's decision will be final and binding.

### 25.3 **Arbitration clause:**

Any dispute in respect of in contracts where party is dissatisfied by the Conciliator's decision, shall be decided by arbitration as set forth below: A dispute with Dispute review expert shall be finally settled by arbitration in accordance with the Indian Arbitration and Conciliation Act, 1996, or any statutory amendment thereof. The arbitral tribunal shall consist of 3 arbitrators, one each to be appointed by the Employer and the Contractor, and the third to be appointed by the mutual consent of both the arbitrators, failing which by making a reference to CIDC-SIAC Arbitration Centre from their panel.

- (i) Neither party shall be limited in the proceeding before such arbitrations to the evidence or arguments already put before the Nodal Officer or his nominee or the Board, as the case may be, for the purpose of obtaining said recommendations/decision. No such recommendations/decision shall disqualify the Nodal Officer or his nominee or any of the members of the Board, as the case may be, from being called as a witness and giving evidence before the arbitrators or any matter whatsoever relevant to the dispute.
- (ii) The reference to arbitration shall proceed notwithstanding that the works shall not then be or be alleged to be complete, provided always that the obligations of the Employer, the Nodal Officer or his nominee and the Contractor shall not be altered by reason of the arbitration being conducted during the progress of the works. Neither party shall be entitled to suspend the works to which the dispute relates, and payment to the contractor shall be continued to be made as provided by the contract.
- (iii) If one of the parties fail to appoint its arbitrators in pursuance of sub-clause [i], within 14 days after receipt of the notice of the appointment of its arbitrator by the other party, then chairman of the nominated Institution shall appoint arbitrator within 14 days of the receipt of the request by the nominated institution. A certified copy of the chairman's order, making such an appointment shall be furnished to both the parties.
- (iv) Arbitration proceedings shall be held at, and the language of the arbitration proceeding and that of all documents and communications between the parties shall be 'English'
- (v) The decision of the majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the Employer and the Contractor. However, the expenses incurred by each party in connection with the preparation, presentation, etc. of its case prior to, during and after the arbitration proceedings shall be borne by each party itself.
- (vi) All arbitration awards shall be in writing and shall state the reasons for the award.
- (vii) Performance under the contract shall continue during the arbitration

proceedings and payments due to the contractor by the employer shall not be withheld, unless they are subject matter of the arbitration proceedings.

**26. Replacement of Conciliator (Refer Section 5)**

26.1 Should the Conciliator resign or die, or should the Employer and the Contractor agree that the conciliator is not fulfilling his functions in accordance with the provisions of the Contract; a new Conciliator will be jointly appointed by the Employer and the Contractor. In case of disagreement between the Employer and the Contractor, within 30 days the Conciliator shall be appointed by the Appointing Authorities designated in the Contract Data at the request of either party within 14 days of receipt of such request.

**1. TIME CONTROL**

**27. Program**

27.1 Within the time stated in the contract data the contractor shall submit to the Nodal officer or his nominee for approval a program showing the general methods arrangements, order, and timing for all the activities in the works along with monthly cash flow forecast.

27.2 An updates of the program shall be a program showing the actual progress achieved on each activity and the effect of the timing of the progress achieved on the timing of the remaining work including any changes to the sequence of the activities.

27.3 The contractor shall submit to the Nodal Officer or his nominee, for approval an updated program at intervals no longer than the period stated in the contract data. If the contractor does not submit an updates program within this period, the Nodal Officer or his nominee may withhold the amount stated in the contract data from the next payment certificate and continue to withhold this amount until the next payment after the date on which the overdue program has been submitted.

27.4 The nodal officer or his nominee's approval of the program shall not alter the contractor's obligations. The contractor may revise the program and submit it to the nodal officer or his nominee again at any time. A revise program is to show the effect of variations and compensation events.

**28. Extension of the intended completion date.**

28.1 The nodal officer or his nominee shall extend the intended completion date if a compensation event occurs or a variation is issued which makes it impossible for completion to be achieved by the intended completion date without the contractor taking steps to accelerate the remaining work and which would cause the contractor to incur additional cost.

28.2 The nodal officer or his nominee shall decide whether and by how much to extend the intended completion Date within 21 days of the contractor asking the Nodal Officer or his nominee for a decision upon the effect of a compensation event or variation and submitting full supporting information.

If the contractor has failed to give early warning of a delay or has failed to cooperate in dealing with a delay, the delay by this failure shall not be considered in assessing the new intended completion date.

**29. The Early Warning Provisions shall be as per clause 32.**

**30. Delays Ordered by the Nodal Officer or his nominee**

30.1 The Nodal Officer or his nominee may instruct the contractor to delay the start or Progress of any activity within the works.

**31. Management Meeting.**

31.1 Either the Nodal Officer or his nominee or the contractor may require the other to attend a management meeting. The business of a management meeting shall be to review the plans for remaining work and to deal with matters raised in accordance with the early warning procedure.

31.2 The Nodal Officer or his nominee shall record the business of management meetings and is to provide copies of his record to those attending the meeting and to the employer. The responsibility of the parties for actions to be taken is to be decided by the Nodal Officer or his nominee either at the management meeting or after the management meeting and stated in writing to all attended the meeting.

**32. Early warning**

32.1 The contractor is to warn the Nodal Officer or his nominee at the earliest opportunity of specific likely future events or circumstances that may adversely affect the quality of the work, increase the contract price or delay the execution of works. The Nodal Officer or his nominee may require the contractor to provide an estimate of the expected effect of the event or circumstances on the contract price and completion Date. The estimate is to be provided by the contractor as soon as reasonably possible.

32.2 The contractor shall co-operate with the Nodal Officer or his nominee in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced by anyone involved in the work and in carrying out any resulting instruction of the Nodal Officer or his nominee.

32.3 The Defect Liability period for the contract shall be 12 months from the date issue of completion certificate.

**2. QUALITY CONTROL**

**33. Identity Defects**

33.1 The Nodal Officer or his nominee shall check the Contractor's work and notify the Contractor of any Defects that are found. Such checking shall not affect the Contractor's responsibilities. The Nodal Officer or his nominee may instruct the Contractor to search for a Defect and to uncover and test any work that the Nodal Officer or his nominee considers may have a Defect.

**34. Tests**

34.1 If the Nodal Officer or his nominee instructs the Contractor to carry out a test not specified in the specification to check whether any work has a

Defect and the test shows that it does the Contractor shall pay for the test and any samples. If there is no Defect the test shall be a Compensation Event.

**35. Correction of Defects**

- 35.1 The Nodal Officer or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability 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.
- 35.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Nodal Officer or his nominee's notice.

**36. Uncorrected Defects**

- 36.1 If the Contractor has not corrected a within the time specified in the Nodal Officer or his nominee's notice the Nodal Officer or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**3. COST CONTROL**

**37. Bill of Quantities**

- 37.1 The Bill of Quantities shall contain items for the construction, supply, installation, testing and commissioning work to be done by the Contractor.
- 37.2 The bill of quantities is used to calculate the Contract Price. The Contractor is paid for the quantity of the work done at the rate in the Bill of Quantities for each item.

**38. Changes in the Quantities**

- 38.1 If the final quantity of the work done differs from the quantity in the Bill of Quantities for the particular item by more than + 25 percent provided the change exceeds + 10% of initial Contract Price, the Nodal Officer or his nominee shall adjust the rate (S), to allow for the change.
- 38.2 The Nodal Officer or his nominee shall not adjust rates from changes in quantities if thereby the initial Contract Price is exceeded by more than 15 percent except with prior approval of the Employer.
- 38.3 If requested by the Nodal Officer or his nominee where the quoted rate (s) of any item(s) is abnormally high, the Contractor shall provide the Nodal Officer or his nominee with a detailed cost breakdown of such rate in the Bill of Quantities.

**39. Variations.**

- 39.1 All Variations shall be included in updated programs produced by the Contractor.

#### **40. Payment for Variations.**

- 40.1 Variation permitted shall not exceed +25% in quantity of each individual item, and +10% of the total contract price. With 14 days of the date of instruction for executing varied work, extra work or substitution, and before the commencement of such work, notice shall be given either (a) by the contractor to the Employer of his intention to claim the extra payment or a varied rate or price, or (b) by the Employer to the contractor of his intention to vary rate or price.
- 40.2 For items not existing in the Bill of Quantities or substitution to items in the Bill of Quantities, rate payable should be determined by methods given below and in the order given below:
- i) Rates and prices in Contract, if applicable plus escalation as per contract.
  - ii) Rates and prices in the schedule of rates applicable to the contract plus ruling percentage.
  - iii) Market rates of materials and labour, hire charges of plant and machinery used, plus 10% for overheads and profits of Contractors.
- 40.3 For items in the Bill of quantities but where quantities have increased beyond the variation limits, the rate payable for quantity in excess of the quantity in the Bill of Quantity plus the permissible variation should be:
- i) Rates and prices in contract, if reasonable plus escalation, failing which (ii) and (iii) below will apply
  - ii) Rates and prices in the schedule of Rates applicable to the contract plus ruling percentage,
  - iii) Market rates of material and labour, hire charges of plant and machinery used plus 15% for overheads and profits of contractor.
- 40.4 If there is delay in the Employer and the contractor coming to an agreement on the rate of an extra item, rates as proposed by the employer shall be payable provisionally till such time as the rates are finally determined or till date mutually agreed.
- 40.5 If the Nodal officer or his nominee decides that the urgency of varying the work prevent a quotation being given and considers not delaying the work, no quotation shall be given and the variation shall be treated as a Compensation Event.

#### **41. Cash flow forecasts.**

- 41.1 When the program is updated, the contractor is to provide the Nodal Officer or his nominee with an updated cash flow forecast.

#### **42. Payment Certificates.**

- 42.1 The contractors shall submit to the Nodal Officer or his nominee monthly statements of the estimated value of the work completed less the cumulative amount certified previously.
- 42.2 The Nodal Officer or his nominee shall check the Contractors' monthly statement within 14 days and certify the amount to be paid to the Contractor after taking into account any credit or debit for the month in question in

respect of materials for the works in the relevant amount and under conditions set forth in sub clause 51(3) of the Contract Data (Secure Advance).

- 42.3 The value of work executed shall be determined by the Nodal Officer or his nominee.
- 42.4 The value of work executed shall comprise the value of quantities of the items in the Bill of quantities completed.
- 42.5 The value of work executed shall include the valuation of variations and Compensation Events.
- 42.6 The Nodal Officer or his nominee may exclude any item certified in a previous certificate or reduce the proportion of any item previously certified in any certificate in the light of later information.

### **43. Payments (Refer Section 5)**

- 43.1 Bills shall be prepared and submitted by the Contractor, joint measurements shall be taken continuously and need to be connected with billing stage. System of 4 copies of measurements, one each for Contractor, Employer and Nodal Officer or his nominee, and signed by both Contractor and Employer shall be followed.
- 43.2 75% of bill amount shall be paid within 14days of submission of the bill. Balance amount of the verified bill should be paid within 28 days of the submission of the bill.
- 43.3 For delay in payment beyond the periods specified in 43.2 above, interest at a pre-specified rate (suggested rate **SBI PLR + 2%**) p.a as on due date of payment) should be paid.
- 43.4 Contractor shall submit final Bill within 60 days of issue of defects liability certificate. Client's Nodal Officer or his nominee shall check the bill within 60days after its receipt and return the bill to Contractor for corrections, if any 50% of undisputed amount shall be paid to the contractor at the stage of returning the bill.
- 43.5 The Contractor should re-submit the bill, with corrections within 30 days of its return by the Nodal Officer or his nominee. The re-submitted bill shall be checked and paid within 60 days of its receipt.
- 43.6 Interest at a pre-specified rate (suggested rate SBI PLR+ 2% p.a. as on due date of payment) shall be paid if the bills is not paid within the time limit specified above.
- 43.7 If an amount certified is increased in later certificates as a result of an award by the Conciliator or an Arbitrator, the Contractor shall be paid interest upon the delayed payment as set out in this clause. Interest shall be calculated from the date upon which the increased amount would have been certified in the absence of dispute
- 43.8 Items of the Works for which no rate or price has been entered in will not be paid for by the employer and shall be deemed covered by other rates and prices in the Contract.

#### 43.9 Computerized Measurement Book

Engineer or his nominee shall, except as otherwise provided, ascertain and determine by measurement, the value of work done in accordance with the contract.

All measurement of all items having financial value shall be entered by the Contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the Contract.

All such measurements and levels recorded by the Contractor or his authorized representative from time to time, during the progress of the work, shall be got checked by the Contractor from the Engineer or his authorized representative as per interval or program fixed in consultation with Engineer or his authorized representative. After the necessary corrections made by the Engineer or his nominee, the measurement sheets shall be returned to the Contractor for incorporating the corrections and for resubmission to the Engineer for the dated signatures by the Engineer or his nominee and the Contractor or their representatives in token of their acceptance.

Whenever bill is due for payment, the Contractor would initially submit draft computerized measurement sheets and these measurements would be got checked/test checked from the Engineer- and/or his authorized representative. The Contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. The Engineer and/or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks/test checks.

The final, fair, computerized measurement book given by the Contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the Contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Divisional Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted to the Division Office for payment. The Contractor shall submit two spare copies of such computerized MB's for the purpose of reference and record by the various officers of the department.

The Contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with two spare copies of the bill. Thereafter, this bill will be processed by the Division Office and allotted a number as per the computerized record in the same way as done for the measurement book meant for measurements.

The Contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for measurements and recording levels.

#### **44. Compensation Events (Refer Section 5)**

44.1 The following mutually agreed Compensation Events unless they are caused by the Contractor would be applicable.

- (a) The Employer does not give access to a part of the Site by the Site. Possession Date stated in the Contract Data.
- (b) The Employer modifies the schedule of other contractors in a way which affects the work of the contractor under the contract.
- (c) The Nodal Officer or his nominee orders a delay or does not issue drawings, specifications or instructions required for execution of works on time.
- (d) The Nodal Officer or his nominee instructs the Contractor to uncover to carry out additional tests upon work which is then found to have no Defects.
- (e) The Nodal Officer or his nominee unreasonably does not approve for a subcontract to be let.
- (f) Ground conditions are substantially more adverse than could reasonably have been assumed before issuance of letter of Acceptance from the information issued to Bidders (including the Site Investigation Reports) from information available publicly and form a visual inspection of the site.
- (g) The Nodal Officer or his nominee gives an instruction for dealing with an unforeseen condition, caused by the Employer, or additional work required for safety or other reasons.
- (h) Other contractors, public authorities, utilities or the Employer does not work within the dates and other constraints stated in the Contract that cause delay or extra cost to the Contractor.
- (i) The advance payment is delayed.
- (j) The effect on the Contractor of any of the Employer's Risks.
- (k) The Nodal Officer or his nominee unreasonably delays issuing a Certificate of Completion.
- (l) Other Compensation Events listed in the Contract Data or mentioned in the contract.

Whenever any compensation event occurs, the contractor will notify the employer, within 14 days and provide a forecast cost of the compensation event.

44.2 If a Compensation Event would cause additional cost or would prevent the work being completed before the intended Completion Date, the Contract Price shall be increased and/or the intended Completion Date shall be extended. The Nodal Officer or his nominee shall decide whether and by how much the Contract Price shall be increased and whether and by how much the Intended Completion Date shall be extended.

44.3 As soon as information demonstrating the effect of each Compensation Event upon the Contractor's forecast has been provided by Contractor, it

is to be assessed by the Nodal Officer or his nominee and the Contract Price shall be adjusted accordingly. If the Contractor's forecast is deemed unreasonable the Nodal officer or his nominee shall adjust the Contract Price based on Nodal Officer or his nominee's own forecast. The Nodal Officer or his nominee will assume that the Contractor will react competently and promptly to the event.

**45. Tax (Refer Section 5)**

45.1 The rates quoted by the Contractor shall be deemed to be inclusive of the sales and other taxes that 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. The rates to be quoted are exclusive of Service Tax. Contractor claims for reimbursement of service tax, as applicable on the contract on question as per provisions of service tax laws and amendments thereon from time to time, will be made on submission of the documentary evidence. Service tax element will not be considered for the purpose of evaluation of bid price.

**46. Currencies**

46.1 All payments shall be made in Indian Rupees unless specifically mentioned.

**47. Price Adjustment (Refer Section 5)**

47.1 Contract price shall be adjusted for increase or decrease in rates and prices of labour, materials, fuels and lubricants in accordance with the following principles and procedures and as per formula given in the contract data. This clause is applicable for all the civil works having tender cost more than Rs. 5Crore and duration is more than 12 months.

The price adjustment shall apply for the work done from the start date given in the Contract data upto end of the initial intended completion date or extensions granted by the Nodal Officer or his nominee and shall not apply to the work carried beyond the stipulated time for reason attributable to the contractor.

(I) The Price adjustment for increase or decrease in the cost shall be paid in accordance with the following formula:

$$V = 0.85 \times Q \times R \times [(P - P_o)/P_o]$$

Where,

V = Variation in price on account of Labour / Diesel / Cement / Steel / All Commodities during the month under consideration.

P<sub>o</sub> = Market rate of Diesel / Cement / Steel / All Commodities on the date of opening of Technical bid. (Consumer Price Index for Labour).

P = Market rate of Diesel / Cement / Steel / All Commodities during the month under consideration. (Consumer Price Index for

Labour).

Q = Percentage of Labour / Diesel / Cement / Steel / All  
Commodities component.

R = Value of work done during the month under consideration.

Note : i) Escalation to be computed for relevant items. Percentage that shall govern the escalation under Q shall be predetermined and indicated in tender document for each component i.e. Labour, Fuel, Cement, Steel, All Commodities etc.

47.2 NIL.

47.3 To the extent that full compensation for any rise or fall in costs to the contractor is not covered by the provisions of this or other clauses in the contract, the unit rates and prices included in the contract shall be deemed to include amount to cover the contingency of such other rise or fall in costs.

#### 47.4 SUBSEQUENT LEGISLATION

If, after the date 28 (Twenty eight) prior to the date for submission of tenders for the contract there occur changes to any National or Statute, Ordinance or Decree or other law or any regulation or bye law of any local or other duly constituted authority or introduction of any such statute, ordinance, decree, law, regulation or bye law which causes additional or reduced cost to the contractor in execution of the contract, such additional or reduced cost shall, after due consultation with the employer and the contractor be determined by the nodal officer or his nominee and shall be added to or deducted from the contract price and the nodal officer or his nominee shall notify the contractor accordingly with a copy to the employer.

#### **48. Retention**

48.1 The employer shall retain from each payment due to the contractor the proportion stated in the contract data until completion of the whole of the works.

48.2 Retention money shall be deducted at 5% from each running bill, subject to a maximum of 5 percent of the contract price. Retention money shall be refunded within 14 days from the date of payment of final bill.

#### **49. Liquidated damages**

49A. In case of delay in completion of the contract, liquidated damages (L.D) may be levied at the rate of 1/2% of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

(i) The owner, 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 L.D. In the event of extension of time at its discretion with L.D, the owner will be entitled without prejudice to any other right or remedy available in that behalf per cent (1/2%) of the contract value of the works for each week or part of the week subject to the ceiling defined in sub- clause 49A.

(ii) The owner if not satisfied that the works can be completed by the contractor, 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.

(iii) The owner, if not satisfied with the progress of the contract and in the event of failure of the contractor to recoup the delays in the mutually agreed timeframe, shall be entitled to terminate the contract.

(iv) In the event of such termination of the contract as described in clauses 49A(ii) or 49A(iii) or both the owner shall be entitled to recover L.D. up to ten per cent (10%) of the contract value and forfeit the security deposit made by the contractor besides getting the work

completed by other means at the risk and cost of the contractor.

- (v) The ceiling of LD shall be 10% of the cost of work.
- (vi) In case part / portions 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. (Refer Section 5).

Note: Contract price for LD shall be inclusive of tender price plus taxes and duties.

**50. Incentives or Bonus**

For early completion of the contract before the stipulated date of completion of work, an incentive amount @ 0.25% of the contract price may be paid to the Contractor for every fortnight of early completion, subject to a maximum cap of 5% of the contract price.

The Port, if satisfied, that the works can be completed by the contractor within a reasonable time after the specified time for completion, may allow extension of time at its discretion, by virtue of which the contractor make himself eligible for incentive, the extension shall be considered only till the actual date of completion and no incentive shall be payable. For calculation of incentive payment, contract price shall be exclusive of tender price plus taxes and duties.

**51. Advance payment (Refer Section 5)**

The Employer shall make the following advance payments

:Mobilization Advance:

- i. Mobilization advance shall be paid upto 10% of Contract Price, payable in two equal instalments. The first instalment shall be paid after mobilization has started and the next instalment shall be paid after satisfactory utilisation of earlier advance.
- ii. Construction / installation equipment advance shall be paid upto 5% of Contract Price.
- iii. Mobilisation advance and Construction Equipment Advance shall be paid at SBI PLR + 2% P.A. (as on date of payment) interest at the discretion of the employer and against Bank Guarantee for such advance and against hypothecation of Construction equipment to the employer. However, availing of advance payment to be optional with the bidder exercising the option along with the tender.
- iv. Equipment advance shall be paid in two or more equal instalments. First instalment shall be paid after Construction Equipment has arrived at the site and next instalment shall be paid after satisfactory utilisation of earlier advance(s).
- v. Recovery of Mobilisation and Construction Equipment advance will start when 15% of work is executed and recovery of total advance should be completed by the time 80% of the original contract work is executed.
- vi. The nodal officer or his nominee shall make advance payment in respect of materials and plant brought to site for but not yet incorporated installed in the Works in accordance with conditions stipulated in the Contract Data.
- vii. 75% of cost of materials and plant brought to site for incorporation into the works only shall be paid as Secured Advance. Materials which are of

perishable nature shall be adequately insured.

**52. Performance Securities**

Security Deposit shall consist of two parts; a) Performance Guarantee to be submitted at award of work, and b) Retention money to be recovered from Running Bills.

- 52.1 Security Deposit shall be 10% of Contract price of which 5% of contract price should be submitted as Bank Guarantee of Nationalized/ scheduled bank (except Co-operative) Banks having its branch at Gandhidham/ fixed deposit/ online transfer in DPA account within 21 days of receipt of Letter of Acceptance and balance 5% recovered as Retention Money from Running Bills. Recovery of 5% of Retention Money to commence from the first bill onwards @ 5% of bill value from each bill. Retention Money be refunded within 14 days from the date of payment of final bill. Balance SD to be refunded immediately not later than 14 days from completion of defect liability period, NOC from Geology (Clause 35, Section V). Payment of welfare cess of final bill.s
- 52.2 Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security and/or the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.”
- 52.2 The documentary evidence (copy of paid challan in government treasury) of the welfare cess @1% of the work done or as mandated by security authority from time to time , paid on final bill shall be submitted before releasing the performance guarantee if applicable.

**53. Nil**

**54. Cost of Repairs.**

- 54.1 Loss or damage to the works or materials to be incorporated in the works between the stat date and the end of the defects correction period shall be remedied by the Contractor at the Contractors cost if the loss or damage arises from the Contractors acts or omissions.

**4. FINISHING THE CONTRACT.**

**55. Completion**

- 55.1 After completion of the work, as a whole the contractor will serve a written notice to the Nodal Officer or his nominee/Employer to this effect. The Nodal Officer or his Nominee/Employer upon receipt of this notice shall conduct a complete joint survey of the work within 7 days and prepare a defects list jointly. The defects pointed out by the Nodal Officer or his nominee/Employer would be rectified by the contractor within 14 days and thereafter acceptance report be signed jointly by the contractor and the employer. This joint acceptance report shall be treated as “completion Certificate”.

**56. Taking over**

- 56.1 The employer shall take over the site and the works within seven days of the Nodal Officer or his nominee issuing a certificate of completion.

## **57. Final Account**

57.1 The Contractor shall supply to the Nodal Officer or his nominee a detailed account of the total amount that the Contractor considers payable under the contract before the end of the Defects Liability period. The Nodal Officer or his nominee shall issue a defects liability certificate and certify any final payment that is due to the contractor within 60 days of receiving the contractor's account if it is correct and complete. If it is not, the Nodal Officer or his nominee shall issue within 15 days a schedule that states the scope of the corrections or additions that are necessary for the correction and certify payment of 50% of the undisputed amount to the contractor. If the final account is still unsatisfactory after it has been resubmitted the Nodal Officer or his nominees shall decide on the amount payable to the contractor and issue a payment certificate, within 60 days of receiving the contractor's revised account.

## **58. Operating and Maintenance Manuals**

- 58.1 If "as built" Drawings and /or operating and maintenance manuals are required the contractor shall supply them by the dates stated in the Contract Data.
- 58.2 If the contractor does not supply the drawings and /or manuals by the dates stated in the contract data, or they do not receive the Nodal Officer or his nominee's approval, the Nodal Officer or his nominee shall withhold the amount stated in the contract data from payments due to the contractor.

## **59. Termination**

- 59.1 The employer or the Contractor may terminate the contract if the other party causes a fundamental breach of the contract.
- 59.2 Fundamental breaches of contract include, but shall not be limited to the following:
- (a) the contractor stops work for 28 days when no stoppage of work is shown on the current program and the stoppage has not been authorized by the Nodal Officer or his nominee.
  - (b) The Nodal Officer or his nominee instructs the contractor to delay the progress of the work and the instruction is not withdrawn within 28 days.
  - (c) The employer or the contractor becomes bankrupt or goes into liquidation other than for a reconstruction restructure or amalgamation.
  - (d) A payment certified by the Nodal Officer or his nominee is not paid by the employer to the contractor within 50 days of the date of the Nodal Officer or his nominee's certificate.
  - (e) The Nodal Officer or his nominee gives Notice the failure to correct a particular defect is a fundamental breach of contract and the contractor fails to correct it within a reasonable period of time determined by the Nodal Officer or his nominee.
  - (f) The contractor does not maintain a security which is required.

- (g) The contractor has delayed the completion of works by the number days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- (h) 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.
- (i) If the contractor has contravened clause 9.00

For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of any thing of value to influence the action or a 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".

59.3 When either party to the contract gives notice of a breach of contract to the Nodal Officer or his nominee for a cause other than those listed under sub clause above, the Nodal Officer or his nominee shall decide whether the breach is fundamental or not.

59.4 Notwithstanding the above, the employer may terminated the contract for convenience subject to payment of compensation to the contractor including loss of profit on uncompleted works. Loss of profit shall be calculated on the same basis as adopted for calculation of extra/additional items.

59.5 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.

## **60. Payment upon Termination.**

60.1 If the contract is terminated because of a fundamental breach of contract by the contractor, the Nodal Officer or his nominee shall issue a certificate for the value of the work done less advance payments received upto the date of the issue of the certificate, less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

Additional liquidity damages shall not apply, if the total amount due to the employer exceed any payment due to the contractor, the difference shall be a debt payable to the employer.

60.2 If the contract is terminated at the employer's convenience or because of a fundamental breach of contract by the employer, the Nodal Officer or his nominee shall issue a certificate for the value of the work done, the reasonable cost of removal of equipment, repartition of the contractors personnel employed solely on the works, and the contractor's costs of protecting and securing the works and loss of profit on uncompleted works less advance payments received up to the date of the certificate, less other recoveries due in terms of the contract and less taxes due to be deducted at source as per applicable law.

## **61. Property**

- 61.1 All materials on the Site, Plant, Equipment, Temporary Works and Works for which payment has been made to the contractor by the Employer, are deemed to be the property of the Employer, if the Contract is terminated because of a Contractor's default.

## **62. Release from Performance.**

- 62.1 If the Contract is frustrated by the outbreak of war or by other event entirely outside the control of either the Employer or the Contractor, the Nodal Officer or his nominee shall certify that Contract has been frustrated. The Contractor shall leave the Site and stop work as quickly as possible after receiving this certificate and shall be paid for all work carried out before receiving it and for any work carried out afterwards to which commitment was made.

## **63. SPECIAL CONDITIONS OF CONTRACT**

### **63.1 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.

The Contractor shall, if required by the Nodal Officer or his nominee, deliver to the Nodal Officer or his nominee a return in detail, in such form and at such intervals as the Nodal Officer or his nominee 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 Nodal Officer or his nominee may require.

### **63.2 COMPLIANCE WITH LABOUR REGULATIONS:**

During continuance of the contract, the Contractor and his sub contractors shall abide at all times by all existing labour enactment and rules made thereunder, regulations, notifications and by laws of the State or Central Government or local authority and any other labour law (including rules) regulations, bye laws that may be passed or notification that may be issued under any labour law in future either by the State or Central Government or the local authority. Salient features of some of the major labour laws that are applicable to construction industry are given below. The Contractor shall keep the Employer indemnified in case any action is taken against the employer by competent authority on account of contravention of any of the provisions of any Act or rules made there under, regulations or notifications including amendments. If the Employer is caused to pay or reimburse such amounts as may be necessary to cause or observe, or for non-observance of the provisions stipulated in the notifications/bye laws/Acts/Rules/regulations including amendments, if any, on the part of the Contractor the Nodal Officer or his nominee/Employer shall have the right to deduct any money due to the Contractor including his amount of performance security. The Employer/Nodal Officer or his nominee shall also have right to recover

from the Contractor any sum required or estimated to be required for making good the loss or damage suffered by the Employer.

The employees of the Contractor and the Sub-Contractor in no case shall be treated as the employees of the Employer at any point of time.

- **SALIENT FEATURES OF SOME MAJOR LAWS APPLICABLE TO ESTABLISHMENTS ENGAGED IN BUILDING AND OTHER CONSTRUCTION WORK.**

- (a) Workmen Compensation Act 1923:- The act provides for compensation in case of injury by accident arising out of and during the course of employment.
- (b) Payment of Gratuity Act 1972:- Gratuity is payable to an employee under the Act on satisfaction of certain conditions on separation if an employee has completed 5 years service or more on death at the rate of 15 days wages for every completed year of service. Act is applicable to all establishments employing 10 or more employees.
- (c) Employees P.F and Miscellaneous Provision Act 1952:- The Act Provides for monthly contribution by the employer plus workers @ 12%/8.33%. the benefits payable under the Act are:
  - (i) Pension to family pension retirement or death, as the case may be.
  - (ii) Deposit linked insurance on the death in harness of the worker,
  - (iii) payment of P.F accumulation on retirement/death etc.
- (d) Maternity Benefit Act 1951:- The Act provides for leave and some other benefits to workmen/ employees in case of confinement or miscarriage etc.
- (e) Contract Labour (Regulation & Abolition) Act 1970:- The Act provides for certain welfare measures to be provided by the Contractor to contract labour and in case the Contractor fails to provide, the same are required to be provided, by the Principal Employer by Law. The Principal Employer is required to take Certificate of Registration and the Contractor is required to take license from the designated Officer. The Act is applicable to the establishments or Contractor of Principal Employer if they employ 20 or more contract labour.
- (f) Minimum Wages Act 1948:- The Employer is supposed to pay not less than the Minimum Wages fixed by appropriate Government as per provisions of the Act if the employment is a scheduled employment Construction of Buildings, Roads, Runways are scheduled employment.
- (g) Payment of Wages Act 1936:- It lays down as to by what date the wages are to be paid when it will be paid and what deductions can be made from the wages of the workers.
- (h) Equal Remuneration Act 1979:- The Act provides for payment of equal wages for work of equal nature to Male and Female workers and for not making discrimination against Female employees in the matters of transfers, training and promotions etc.
- (i) Payment of Bonus Act 1965:- The Act is applicable to all establishments employing 20 or more employees. The Act provides for payments of annual bonus subject to a minimum of 8.33% of wages

and maximum of 20% of wages to employees drawing Rs.3500/- per month or less. The bonus to be paid to employees getting Rs.2500/- per month or above upto 3500/- per month shall be worked out by taking wages as Rs.2500/- per month only. The Act does not apply to certain establishments. The newly set-up establishments are exempted for five years in certain circumstances. Some of the State Governments have reduced the employment size from 20 to 10 for the purpose of applicability of this Act.

- (j) Industrial Disputes Act 1947:- The Act lays down the machinery and procedure for resolution of industrial disputes, in what situations a strike or lockout becomes illegal and what are the requirements for laying off or retrenching the employees or closing down the establishment.
- (k) Industrial Employment's (Standing Orders) Act 1946:- It is applicable to all establishments employing 100 or more workmen (employment size reduced by some of the States and Central Government to 50). The provides for laying down rules governing the conditions of employment by the Employer on matters provided in the Act and get same certified by the designated Authority.
- (l) Trade Unions Act 1926:- The Act lays down the procedure for registration of trade union of workmen and employers. The Trade Union registered under the Act have been certain immunities from civil and criminal liabilities.
- (m) Child Labour (Prohibition & Regulation) Act 1986:- The Act prohibits employment of children below 14 years of age in certain occupations and processes and provides for regulation of employment of Children in all other occupations and processes. Employment of Child Labour is prohibited in Building and Construction Industry.
- (n) Inter-State Migrant workmen's (Regulation of Employment & Conditions of Service) Act 1979:-  
  
The Act is applicable to an establishment which employs 5 or more inter-state migrant workmen through an intermediary (who has recruited workmen in one state for employment in the establishment situated in another state). The Inter-State migrant workmen, in establishment to which this Act becomes applicable, are required to be provided certain facilities such as housing, medical aid, travelling expenses from home upon the establishment and back, etc.
- (o) The Building and Other Construction workers (Regulation of Employment and Conditions of Service Act 1996 and the Cess Act of 1996:- All the establishments who carry on any building or other construction work and employs 10 or more workers are covered under this Act. All such establishments are required to pay cess at the rate not exceeding 2% of the cost of construction as may be modified by the Government. The Employer of the establishment is required to provide safety measures at the Building or Construction work and other welfare measures, such as Canteens, First-Aid facilities. Ambulance, Housing accommodations for workers near the work place etc. The Employer to whom the Act applies has to obtain a registration certificate from the Registering Officer appointed by the Government.
- (p) Factories Act 1948:- The Act lays down the procedure for approval at plans

before setting up a factory, health and safety provisions, welfare provisions, working hours, annual earned leave and rendering information regarding accidents or dangerous occurrence to designated authorities. It is applicable to premises employing 10 persons or more with aid of power or 20 more persons without the aid of power engaged in manufacturing process.

**SECTION 4**

**CONTRACT DATA**

Items marked "N/A" do not apply in this contract.

The following documents are also part of the contract

clause reference

The schedule of other contracts

[8 (Section -3 )]

The schedule of key personnel

[9 (Section -3 )]

The above insertions should correspond to the information provided in the invitation of bids.

The employer is

Name :- Deendayal Port Authority,

Address: A.O building, PO Box No-50, Gandhidham, (Gujarat)

Name of authorized representative is: Chief Engineer

Address: A.O building, PO Box No-50, Gandhidham, (Gujarat)

The nodal officer or his nominee is:

Name: Executive Engineer (P)

Address 2<sup>nd</sup> floor, Nirman Bhavan, DPA, Kandla – 370210.

Name of authorized representative is: SDO (B&R)/Asst. Engr. / J.E.

The name and identification number of the contract is "**Construction of Seafarer building at Kandla- Cargo berth area**" The work consist of "**Construction of Seafarer building at Kandla- Cargo berth area**"

The start date shall be \_\_\_\_\_

The intended completion date for the whole

Of the work is **12 months** with the following milestones: [17 & 28(section 3)]

#### Milestone Dates

<b>CIVIL WORKS</b>		
Milestone 1	Plinth Level	5 months from start
Milestone 2	Civil Structure	8 months from start
Milestone 3	Internal finishing	10 months from start
Milestone 4	External finishing	12 months from start
<b>ELECTRICAL WORKS</b>		
Milestone 5	Internal	10 months from start
Milestone 6	External	11 months from start
Milestone 7	Final Complete of work	12 months from start

The site possession dates shall be Section 1

Section 2

Section 3

The site possession dates shall be given after the award of work.

The site is located at Kandla and is defined in drawing (1)

The defect liability period is 12 months.

The minimum insurance cover for physical property, injury and death is Rs. 10.00 Lacs (Rs. Ten Lacs) per occurrence with the number of occurrences limited to four. After each occurrence, contractor will pay additional premium necessary to make insurance valid for four occurrences always.

The following event shall also be compensation events: (44)

1. The employer terminates the contract for his convenience

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

3. \_\_\_\_\_.

4. \_\_\_\_\_.

The period between programme updates shall be **15** days (27)

The amount to be withheld for late submission of an updated programme shall be **Rs. 5,000/-** (27)

The language of the contract documents is English (3)

The law, which applies to the contract, is law of union of India (3)

The currency of the contract is Indian rupees. (46)

Fees and types of reimbursable expenses to be paid to the Dispute Review Expert (25)

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Appointing authority for the conciliator CIDC – SIAC Arbitration Center  
Is DEENDAYAL PORT AUTHORITY (26)

The Formula (e) for adjustment of price are as per Section-3 Clause no. 47

**SECTION 5**

**SPECIAL CONDITION AND SPECIFICATIONS**

Name of work: Construction of Seafarer building at Kandla- Cargo berth area.

### **SITE CONDITIONS AND SPECIFICATIONS**

- (1) The provision in special condition which form a part of the contract shall have precedence over those specified in Section 1, 2, 3, 4 and 8 of Contract in case of diversity if any.
- (2) The following clauses will **not applicable**.

#### **Section 1**

- Clause No. 4.1c, 4.1d, 4.1e, 4.1 f, 4.1 h
- Clause No. 4.2 j, 4.2(k)
- Clause No. 4.3 v, 4.4, 4.5
- Clause No. 8.2, 9.2
- Clause 18 However, bidder has to submit tender and its accompaniments duly signed on or before 7 days from the date of opening of tender.
- Clause No. 19.1,
- Clause No. 22.2, 22.5
- Clause No. 23.2, 23.3 23.4
- Clause No. 27.1, 27.2
- Clause No. 35 36

#### **Section 2**

SPECIMEN FOR FORM OF BID  
Clause (c) , (d) & (g)

CONTRACTOR'S BID

- We accept the appointment of \_\_\_\_\_ as the conciliator. (Not applicable)
- OR
- We do not accept the appointment of \_\_\_\_\_ as the conciliator and Proposed instead that \_\_\_\_\_ be appointed as conciliator whose daily fee and biographical data are attached. (Not Applicable).

Pre-qualification of bidder

- Table 5 , 6 & 7

#### **Section 3**

- **Para 2 of Clause 1.1**
- The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24 and 25. The name of the Adjudicator is defined in the Contract Data.

- Clause 8.1 , 9.1
- Clause 24, 25 ,26 , 21.1
- Clause 43.2 to 43.7
- Clause 44
- Clause 45, 47, 50,51
- Clause49(vi)

#### Section 4

- Schedule of other contract & Schedule of key Personnel
- Conciliators not applicable under Contract Data
- Compensation event
- formula for price adjustment
- The Conciliator is the person appointed jointly by the Employer and the contractor to resolve disputes in the first instance as provided for in Clauses 24and25.The name of the Adjudicator is defined in the Contract Data.

#### Section 6

- FORMS FOR DISPUTE REVIEW BOARD AGREEMENT.
- Exception and Deviation
- Specimen for Bank Guarantee for advance payment.

(D) The following existing clauses are Modified as  
 under:Section – I; Clause No. 5.2 Joint  
 Venture Section – 3, Clause NO. 7.

Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of three. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.

- a) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the proforma at **section-VI** shall be enclosed with the bid.
- b) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the proforma at **section-VI** which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- c) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed

- by legally authorized signatories of all partners.
- d) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
  - e) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
  - f) Bid Security as required shall be furnished by Lead Member of Joint venture.
  - g) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
  - h) Participation by a firm in more than one JV /Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
  - i) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
  - j) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
  - k) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
  - l) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
  - m) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
  - n) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
  - o) An undertaking that all the partners are jointly and severally liable to the Employer for the performance of the contract shall be enclosed with the bid.
  - p) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
  - q) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
  - r) One of the partners of JV/Consortium should have downloaded the bid documents.
  - s) Bid security as required shall be furnished by lead member of JV

### **(3) Arbitration**

The existing arbitration clause (Clause No. 25 of settlement of disputes by arbitration) of the General Conditions of contract for works may be replaced by the following:

- (i) Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions here in 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 what so ever, in any way arising out of or relating to the contract, design, drawings, specifications, estimates, instructions, orders or to the conditions or otherwise concerning the works or regarding the execution or failure to execute the same whether arising during the progress of work or after the completion thereof as described here in after 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 matter to which the contract relates and that in course of his duties as an employee of the Board or the Government, he had expressed views on all or any of the matters in dispute or of different.  
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 the 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 the contract that only such question and disputes as were raised during progress of 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 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 amounts 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 Trust 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 the contract.
- (ix) The arbitrator from time to time, with the consent of both the parties, enlarge the time for making and publishing the award.
- (x) Arbitration shall be conducted in accordance with the provision of Indian

Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceedings 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 the contract that the arbitration shall be deemed to have been entered on the reference on the date he issued 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”.
- (4) The tenderers are expected to have full knowledge of the site of work and local working conditions in the site/colony area before submitting the tenders. The Engineer-in-Charge will after issue of work order will give to the contractor possession of so much of the site as in the opinion of Engineer-in-Charge may be required to enable the contractor to commence and proceed with the construction of work and will from time to time as the works proceed give to the contractor possession of such portion of the site as may in the opinion of Engineer-in-Charge be required to enable the contractor to proceed with construction works without interruption of the work in accordance with the requirement. However, all efforts will be made to handover entire clear site at the time of starting of work. No claims/disputes about idling of power machineries and hot mix plant etc. what-so-ever for handing over the site of work late for starting the work shall be entertained.
- (5) If the contractor suffers any delay the Engineer-in-Charge may grant at his discretion an extension of time for completion of work. However, no claims/disputes etc. arising out of extension of time so granted shall be entertained.
- The contractor while filling up their rates in the tender should consider the above aspects.
- (6) The layout and levels of all structures etc. shall be made by the Contractor at his own cost from the nearby existing structures/facilities and bench mark reference pillar, as directed by the Engineer-in-Charge. He shall give all help with instruments, materials, and men to the engineer-in-Charge for checking the detailed layout and correctness of the layout and level. The approval of the Engineer-in-Charge shall not be deemed to imply any warranty and shall not relieve the contractor of his sole responsibility in carrying out the work correctly.
- (7) Workmanship shall be the best possible quality and all work shall be carried out by skilled workmen except for those which normally require unskilled persons. If the laws of the local Government/Municipal or other authority require the employment of licensed or registered workmen for various trades, the contractor shall arrange to have the work done by such licensed/registered personnel.
- (8) If required before commencement of work the Engineer and the Contractor shall jointly survey and record all required ground levels on the site. The Contractor shall supply all necessary equipment and attendance for carrying out such surveys. The contractor shall prepare record drawings showing the agreed levels which shall be signed by the Engineer and the Contractor.
- (9) All materials to be used in the works shall be subjected to inspection and test as per approved make list. Samples of all materials, proposed to be used, and in

the permanent works shall be submitted to the Engineer-in-Charge for approval before those are brought to site. Samples required for approval and testing must be supplied allowing sufficient time for testing and approval, due allowance being made for the fact that if the first samples are rejected further samples shall be required. Delay in the execution of work due to late submission of samples will not be acceptable as -a reason for delay in the completion of the works.

- (10) Materials shall be tested before dispatching to the site, where possible. Materials shall also be tested on the site and those may be rejected if found not suitable or not in accordance with the specifications notwithstanding the results of tests at the contractor's work or elsewhere or of test certificates or of any approval given earlier. Approved make list attached.
- (11) The work shall be carried out in accordance with the best standards of workmanship and to entire satisfaction of Engineer-in-Charge.
- (12) An order book is to be maintained by the contractor at the site of work and orders and instruction written in the order book shall be deemed to have been legally issued to the contractor and the contractor shall sign each entry in the order book as a token of having the seen the same. The order book shall be property of the Board and shall be handed over to the Engineer-in-Charge of the work in good condition after the completion of the work or whenever required by the Engineer- in-Charge.
- (13) The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference with port activities going on in the area or nearby. He should not also deposit the materials at such places which may cause inconvenience to the public and the work going on in the nearby area.
- (14) The contractor shall have to make good all damages done by him to the structures nearby while executing the work and no extra payment shall be made to him on that account.
- (15) All the materials required to be used in the work shall have to be got approved from the Engineer-in-Charge before use, before stacking at the site of work.
- (16) For the purpose of measurements, the method prescribed in the 'Indian Standard' specifications shall be applicable in addition to those prescribed in Boards Schedule of Rates unless stated otherwise stated in contract. In case of any ambiguity the decision of the Engineer-in-charge shall be final.
- (17) The notes and datas furnished in Deendayal Port Authority, Schedule of Rates in force will be considered for measurement purpose in the case of lead, weight, allowance for voids etc. of the materials.
- (18) All the labour acts, rules and regulations in force from time to time are to be followed by the contractor.
- (19) The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central) Gopalpuri in case he has to engage 10 or more workers on any day during the execution of work.
- (20) Barricading, including proper lighting arrangement in the night at the required places shall have to be provided by the contractor at his own cost, including necessary arrangements for proper movement of traffic by carefully maintained approaches and road diversions with suitable sign boards for indications of road signs etc. as directed by the Engineer-in-Charge.

- (21)** Income tax deduction at applicable rates and surcharge as applicable there on shall be made while making the payment 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.
- (22)** GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (23)** GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (24)** The rates quoted by the Contractor shall be 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. The contractor shall have valid GST registration number to be eligible for participating in the bid. All other duties, taxes, cesses applicable if any, shall be borne by Contractor.
- (25)** All the work until handed over to the Engineer-in-Charge shall stand at the risk of the contractor who shall be responsible to make good at his own cost. All the losses and damage caused by or due to fires, weather, tides or any other reasons. Contractor shall hand over the work in good order and conditions and in conformity in every respect with the requirements of the contract. Each concrete road will be taken over for use on completion as per decision of Engineer-in-charge.
- (26)** All the grass, shrubs, plants and foreign matter etc. in the alignment of the site and within the site of work shall have to be cleared, if required without any extra cost.
- (27)** During the execution of work the contractor shall employ only such persons who are careful, perfectly skilled and experienced in his field of work. The Engineer-in-Charge shall be at liberty to object and ask the contractor to remove from the work any person employed by the contractor for execution of work, in the opinion of Engineer-in-Charge, misconducts or he is found negligent in the proper performance of his duties as such persons shall not be again employed on the work without permission of Engineer-in-Charge.
- (28)** All the precautions regarding the safety of the work shall have to be taken and the instruction of Engineer-in-charge in this respect shall have to be followed strictly.
- (29)** The Engineer-in-charge may delete any number of items included in his tender (contract) without assigning any reasons and without any financial liability.
- (30)** All the tools, plants, scaffolding, ladder etc. and other machinery etc. required temporarily for the purpose of execution of work will have to be arranged by the contractor at his own cost, and storing of such tools, plants etc. will have to be made by him.
- (31)** The contractor has to make his own arrangement for the storage of materials at site or work.
- (32)** Unless otherwise specifically mentioned the rates quoted for all items include for all lead and lift and no extra claims shall be entertained on this account.
- (33)** For execution of work, contractor has to construct temporary offices, store, labour room toilet etc. at his own cost. Nothing will be paid for these purposes and on completion of the work, before handing over the site contractor has to dismantle all these temporary structures erected by him. Completion certificate

will be issued only after compliance of above aspect.

- (34)** The contractor shall have to obtain quarry permits from the office of the Geologist, Department of Geology and Mines, Bhuj-Kutch before quarrying any secondary materials like Quarry spall, crushed metal, sand, earth, murrum, rubble etc.
- (35)** All the royalties of materials, quarry fees, octroi, wharfage charges, any taxes etc. are payable by the contractor directly to the authority concerned and the rates quoted shall be deemed to be inclusive of all such charges. Before claiming refund of Security Deposit, the contractor shall produce "No Dues Certificate" from the Geologist, Geology and Mining Department, Bhuj.
- (36)** The working drawings of the proposed works shall be supplied to the contractor during the progress of works as and when found necessary by Engineer-in-charge and decision of Engineer-in-charge regarding requirement of detailed drawings shall be final and binding to the contractor and no claims/disputes whatsoever regarding non-availability of drawings shall be entertained.
- (37)** The contractor shall not deposit and store any materials in such a way so as not to cause inconvenience to the Port users and hindrance in the port activities.
- (38)** Nothing extra shall be paid for change of quarry against lead etc.
- (39)** Though the drawings to be supplied will be exhaustive the decision of the Engineer-in-charge regarding any change in the drawings shall be final and binding to contractor and no dispute / claim regarding extra payment shall be allowed on account of such changes.
- (40)** The tenderer shall examine carefully the condition of contract, specifications and drawings etc. before submitting the tender. He shall also visit and inspect site of work and acquaint himself with all local condition in the cargo jetty of port, availability of construction materials and labourers nature of soil and working condition at and around the site before submitting the tender. No dispute/claims whatsoever shall be entertained for the work of any nature arising out of local conditions.
- (41)** If available, electric supply will be given by D.P.A., otherwise the contractor has to make his own arrangement for electric supply. The charges for electric supply consumption will be borne by contractor as per prevailing rates.
- (42)** FORCE MAJURE: This will be restricted to acts of God only.
- (43)** During the execution of works dewatering manually or by pumping is to be done by the contractor at his own cost, if found necessary and no claim on this account shall be entertained.
- (44)** As per site condition the approach etc. will be required which the contractor shall provide & maintain at his own cost. Contractor shall consider these aspects while quoting the rates in tender. Nothing extra will be paid for the same.
- (45)** The guarantee period of the whole work will be 12 months from the date of completion of work.
- (46)** FREE MAINTENANCE GUARANTEE PERIOD including defect works The scope of works also includes 12 months maintenance guarantee period from the certified date of completion of works during this period the contractor shall be responsible to make good and remedy at his own expense any defect which may develop or may be notice for the work carried out by him or due to the reason attribute to him. The Engineer in charge shall give to contractor a

notice in writing about the defect with remedial measure and the contractor shall make good the same within period specified in the notice. In case of failure on the part of contractor to carryout the instruction of Engineer in charge the Engineer may rectify, remove and re-execute the work at the risk and cost of the contractor. The Engineer in charge shall be entitled to appropriate the whole or any part of the amount of security deposit towards the expenses if any incurred by him in rectification, removal or re-execution. The contractor shall immediately recoup the amount so spend that any given time the security deposit shall be maintained as in the clause of contract. If the contractor fails to recoup the amount of security deposit than Engineer in charge shall be entitled to recover the amount spent over the amount security deposit.

**(47)** All works within the scope of this Tender must be completed within a period of 12 months from the date of written order of the Engineer-in-charge to commence the work.

**(48)** Deendayal Port reserves the right to accept or reject any or all the tender without assigning any reason what so ever.

**(49)** SECURED ADVANCE:

- a. Secured Advances on the security of materials brought to site and to be consumed within a period of 3 months may be made to the contractors for items which are to be used on work.
- b. Secured advance shall be granted only for non-perishable/ non-breakable items like steel, aluminium or steel frame works / doors /windows etc.
- c. The Executive Engineer can sanction the secured advance up to an amount not exceeding 75% of the value of the materials as assessed by the Engineer-in-charge considering the bill invoice, or an amount not exceeding 75% of the material element cost in the tendered rate of the finished item of work, whichever is lower.
- d. A formal agreement should be drawn up with the contractor under which Port Authority secures a lien on the materials and is safeguarded against losses due to the contractor postponing the execution of the work or due to shortage or misuse of the materials, and against the expense entailed for their proper watch and safe custody.
- e. Payment of such advances should be made only on the certificate of an officer not below the rank of Assistant Engineer that;
  - i. The quantities of materials for which the advances are made have actually been brought to site and stacked in proper and safe custody and measured.
  - ii. Full quantities of the materials, for which advance is to be made, are required by the contractor for use on items of work for which rates for finished work have been agreed upon.
  - iii. The quality of materials is as per the specifications.
  - iv. Recovery of advances so made should not be postponed until the whole of

the work entrusted to the contractor is completed. They should be made from his bills for work done as the materials are used. The necessary deductions being made whenever the items of work in which they are used are billed for.

- (50)** The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Port Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per approved design. For better workability contractor is free to use Plasticizers/Super plasticizer without any extra cost. Maximum free water cement ratio shall be 0.45 for M 30 grade, slump shall be as per the table below. The minimum cement content shall be as per IS 456-2000.
- (51)** It must be clearly understood that the rates quoted in the tender are to include for everything required to be done as per instructions for tendering, conditions of contract, specifications and drawings referred to therein and also for all such work as is necessary for the proper completion of the works although specifically mention thereof may not have been made in the tender schedule, specification or drawings, the rates are for works in-situ should be inclusive of all incidentals necessary for carrying out the "Works".
- (52)** The Contract is liable to be cancelled in case either contractor himself or any of his employees if found to be Engineer of Gazetted rank of Government Officer, employee an Engineering Department of Government of India or Deendayal Port AUTHORITY within two years of retirement and do not process the permission from the concerned authority for working as contractor or his employee or his employee.
- (53)** The tenderers are not expected to make any post tender modifications. Hence, the tenderer should not make any correspondence regarding the tenders after submission of the same of due date and time. No cognizance of any correspondence shall be taken and if any tenderer persists with the same, necessary action will be initiated against him. All the tenders received on or before the due date & time shall be opened, if otherwise found in order.
- (54)** In the case of discrepancy between the schedule of quantities, the specification and / or the drawings, the following order of preference shall be observed: -
- i) Description of schedule of quantities.
  - ii) Particular specification and special condition, if any.
  - iii) Drawings.
  - iv) C.P.W.D. specifications.
  - v) Indian standard specifications of B.I.S.
- (55)** While evaluating the tender, due regard will be paid to national defense.
- (56)** The contractor shall arrange to supply samples of coarse aggregate and fine aggregate etc. to the Port Laboratory for mix design for concreting works. Mixing of cement concrete works shall be on weigh batching basis as per approved design. For better workability contractor is free to use Plasticizers/Super plasticizer without any extra cost. Maximum free water cement ratio shall be 0.45 for M 30 grade, slump shall be as per the table below. The minimum cement content shall be as per IS 456-2000.

SR.NO.	TYPE OF STRUCTURE	SLUMP REQUIRED as per IS 456
1	Footing foundation	50
2	Columns, pillars, post etc.	75
3	Beams, lintel, plinth band etc.	75
4	Slab	50
5	Piles	--
6	Chajjas	75
7	Walls, pilasters, buttresses, railing, Balustrades	75
8	Stair	75
9	Domes	-
10	Fins	75
11	RCC Pavements	-

- (57) The cubes casted at site shall be brought to Port Laboratory, Deendayal for testing by the contractor at his own cost and test results shall conform to IS 456 (latest edition). Testing charges of the cubes for 28 days test only shall be born by the contractor. If the result is not satisfactory the concrete work will have to be dismantled and redone by the contractor at his own cost.
- (58) The Engineer-in-charge reserves the right to ask the contractor to cast additional c.c. cubes at the different stages of works for testing, if required at 3/7 days period. No separate payment shall be made to the contractor on account of the cost of the labour and materials required for casting of the cubes required for 3/7 days testing. The testing charges for these cubes shall be borne by Department.
- (59) The Engineer-in-charge reserves the right to make necessary changes in the diameter of bars provided in the drawings and no claims what-so-ever on account of change in diameter of bars will be entertained.
- (60) The concrete work to be used for RCC works shall be made of the graded machine crushed trap stone metal, and it should be from approved quarry. Mechanical appliances such as concrete mixer, vibrator etc. shall be used for mixing, consolidation etc. of the concrete.
- (61) Concrete cover block with binding wire shall be used in all RCC works of standard size as directed by the Engineer-in-charge, c.c. Cover block should be well cured for at least seven days before use- No extra cement, labors, binding wire will be paid for casting of c.c. Cover block – No stones or kapchi has to be used instead of cover blocks.
- (62) Though the drawings to be supplied will be exhaustive the decision of the Engineer-in-charge regarding any change in the drawings shall be final and binding to contractor and no dispute / claim regarding extra payment shall be allowed on account of such changes.
- (63) The contractor has to provide sufficient barricades to site of work so that traffic plying nearby should not damage the recently concreted work. In

case of any damage on account of above, the entire responsibility will remain with contractor and nothing extra will be paid on this account.

- (64) The stone metal 20 to 40 mm, 40 to 60mm, crush metal and sand shall be from approved quarries.
- (65) The mixing of concrete shall be done in a mixer of approved type which will ensure a uniform distribution of material throughout the mass so that mix is uniform in colour and homogenous.
- (66) Batching of all aggregates shall be done as per IS -383. All batching material such as coarse aggregates, sand etc. shall be weighed in weigh batchers conforming to I.S.2722 as per approved mix design.
- (67) In case of Nominal Mix of concrete volumetric batching shall be adopted and only steel/wooden Form as of appropriate size shall be used for concreting.
- (68) The grading of sand shall be as per IS-2386 (Part-II) for concrete works, as per IS-2116-1980 for masonry works and as per IS-1542-1977 for plastering works.
- (69) The mixer shall be equipped with approved water measuring device capable of accurate measurement of water required per batch. The mixer shall preferably be equipped with a mechanically operated pump for filling the mixer tank or suitable arrangement as approved by Engineer-in-Charge.
- (70) The strength of concrete shall be determined by compressive strength test. For this purpose during the progress of the work cube samples shall be cast for testing at 7 days and 28 days.
- (71) Stripping of Form work shall be done as per relevant clause in IS 456-2000. No dispute/claims shall be entertained on account of this.
- (72) On completion of RCC works, no persons shall be allowed to move on green concrete surface. As such contractor shall have to make a special arrangement for finishing the concrete in such a way so as not to disturb the green concrete.
- (73) The form work shall be jointed neatly and shall be set exactly to the required grade and alignment.
- (74) The form work shall be made up from either MS plate or water proof
- (75) plywood of good quality. The rate shall include the cost of materials and labour for the operations involved such as:
  - a. Splayed edges, notching allowances for over laps and passing at angles, battens, centering, shuttering, strutting, propping, bolting, nailing, wedging, easing, striking and stripping of the same.
  - b. Filletting to form stop-chamfered edges or splayed external angles not exceeding 20 mm. width.
  - c. Dressing with oil to prevent adhesion of concrete with shuttering.
  - d. Raking or circular cutting.
- (76) All the form work shall be inspected by the Engineer-in-charge and their suitability ascertained the form shall be thoroughly scraped, cleaned

before reusing the same.

- (77)** Water used for mixing and curing shall be clear and free from injurious amount of oil, acids, alkalies, salts sugar, organic materials or other substances that maybe deleterious for concrete and steel shall be brought by the contractor. Nothing extra shall be paid on this account.
- (78)** Unpurified potable water is generally considered suitable for mixing and curing. Mixing and curing with sea water shall not be permitted in any cost.
- (79)** Periodically samples of water shall be tested as per IS-3025.
- (80)** The Batching Plant shall comply the requirements laid down in the IS-4925 and its latest amendments.
- (81)** The fly ash shall comply as per IS-3812(Part I,II,III) and its latest revision. In case of Volumetric batching if aggregates are moist then allowance shall be made for bulking of fine aggregates. Allowance for bulking shall be made as per IS-2386(part-3).
- (82)** The Mixer Machine shall be as per IS 1791 and IS 12119.
- (83)** The admixtures used in the concrete shall comply the requirements laid down in IS 9103 and its latest revision.
- (84)** The mechanical Vibrator shall be as per IS 2505 for immersion vibrator, as per IS 2506 if Screed Board Vibrator and as per IS 4656 if Form Vibrator and its latest revision.
- (85)** The welding of reinforcement shall be done as per Is 2751 and its latest revision.
- (86)** The reinforcement bending and laying shall be done as per the requirements laid down in IS 2502 and its latest revision.
- (87)** The joints in concrete should comply with IS 11817 and IS CODE: 3414 - 1968
- (88)** The reinforcement in the RCC pipes shall be as per IS 548.The same shall be verified by breaking one pipe and collar from each lot of 100 pipes and collars or part thereof. The cost of same shall have to be borne by the contractor for the above inspection and clearance. The pipe shall be transported by the contractor at the site of work at his own cost. No cement and steel shall be supplied by Port Authority for casting of pipes.
- (89)** Jungle cutting shall comprise uprooting of rank vegetation, grass, brushwood, shrubs, stumps, trees and spalings of girth up to 30 cm measured at a height of one meter above ground level. Where only clearance of grass is involved it shall be measured and paid for separately.
- (90)** Pre-construction chemical treatments for the protection of building from attack of subterranean termites shall be done as per IS-6313(Part-II). Chemical treatment for the eradication and control of sub-terranean termites in existing buildings shall be done as per IS-6313(Part-III).(Guarantee period 10 years)

- (91) The Header Stone having length at about 3 times its height shall be used. This stone shall have star mark for easy identification and at least one bond stone or set of bond stones shall be provided for every 0.5 m<sup>2</sup> of the area of wall surface.
- (92) In all type of Stone masonry works face joints shall not be more than 20 mm in thick.
- (93) Compressive Strength of bricks for masonry work shall not be less than 7.5 N/mm<sup>2</sup> and Compressive Strength of stones for masonry work shall not be less than 400 Kg/cm<sup>2</sup>.
- (94) Bricks shall be soaked in water before put into use for a period for the water to just penetrate the whole depth of the bricks.
- (95) Bricks shall be laid with frog up.
- (96) The average water absorption for the bricks shall not be more than 20% by weight of bricks and also the rating of efflorescence of bricks shall not more than moderate.
- (97) The thickness of all types of joints including brick wall joints and cross joints shall be such that four course and three joints taken consecutively shall measure as follows:
- (i) In case of modular bricks confirming to IS 1077-1986 equal to 39 cm.
  - (ii) In case of non-modular bricks it shall be equal to 31 cm.
- (98) The cement concrete solid blocks, machine made required for the work, shall be got tested from the port laboratory as directed. The contractor shall make available the number of blocks so required for testing of solid blocks and the strength shall not be less than 40 kg/cm<sup>2</sup>
- (99) Collapsible gates shall be of approved manufacturer and shall be fabricated from the mild steel sections.
- (100) A.C. sheets shall be as per IS-459-1992 corrugated and semi corrugated asbestos cement sheets and G.I.Sheets shall be as per IS-277-1992 specification for galvanized steel sheets (plain and corrugated).
- (101) Laying of A.C. sheets shall be as per IS-3007(Part-I&II) and its latest amendments.
- (102) The self-finished felt used in water proofing treatment shall be for four course treatment (Hessian base felt) as per IS-1322, for five course treatment as per IS-1322(Fiber base felt) and for six course treatment as per IS-1322(hessianbase Felt).(Guarantee Period 5 years).
- (103) Bonding material used in the water proofing treatment shall be as per IS-702(if blown type petroleum bitumen) and as per IS-73 (If residual petroleum bitumen) is used.
- (104) M.S.grills, gates etc. shall be scraped and cleaned before painting. No extra payments will be made for the same.
- (105) Synthetic enamel paint of approved colour and shade shall be of Asian

Paints, IEL Ltd., Berger paint, Nerolac or equivalent make, as approved by Engineer in charge.

- (106) The leakage if any after the testing of joints of pipeline and fittings shall be made good by the contractor at his own cost. The contractor shall not refill the trenches before carrying out the testing of pipelines.
- (107) The rates for laying and fixing of the pipelines, valves and other specials etc. should include additional cuttings, threading of pipes etc. If required and no claim on this account will be entertained.
- (108) If any road is required to be cut for laying water supply or drainage line that will be done by the Contractor at no extra cost and road should be restored to its original conditions after laying and testing of pipelines at no extra cost.
- (109) The GI pipes wherever required to be used shall be of "B" class (medium) quality with ISI mark and approved by Engineer Incharge.
- (110) CI soil waste and vent pipes with ISI marks shall be used for work. Pipes should confirm to IS 1729.
- (111) Unless otherwise specified rates quoted shall be for the work upto height 20 Mtrs. from ground level and nothing extra shall be payable on this account.
- (112) The Kota stone required for flooring shall be of superior quality and shall have to be got approved from the Engineer In charge before stacking.
- (113) Ceramic tiles shall be of first quality and in strict conformance to the relevant standards formulated by BIS with ISI marked.
- (114) All CC flooring works are to be finished with neeru (cement slurry) without any extra cost. However the bonafide use of cement used for the purpose shall be taken into consideration while calculating theoretical consumption of cement.
- (115) The marble stone/Granite stone shall be used of approved quality and shade, the same shall be got approved from Engineer In charge before putting to use in work.
- (116) Whenever the Kota stone/marble stone flooring are to be provided in treads of staircase, it should be provided in one piece with pre finished nosing and pre polished exposed surfaces and edges. Kota stone flooring or granite stone flooring to be provided on top of cooking platform shall be pre polished with pre finished nosing.
- (117) Two coats of coal tar paint shall be applied on frames surfaces under contact with masonry/concrete before fixing the wooden frame in position without any extra cost.
- (118) The teak wood to be used shall be of approved quality and shall be free from loose knots, cracks etc.
- (119) The contractor shall produce for approval the samples of fittings for doors and windows before fixing.

- (120) If the item specifies then the wood shall be chemically treated for anti termite and kiln seasoned upto 10 to 12% moisture content. The contractor has to make arrangement for testing and seasoning to be done under the supervision of the Deendayal Port Authority.
- (121) If Hard wood is to be provided in frames of doors, windows, jaffaries shall be as approved by Engineer Incharge.
- (122) Flush doors shall be of approved make and confirming to relevant IS.
- (123) Hold fast shall be as per IS-7196.
- (124) Hydraulic Door Closer shall be as per IS-3564 Specification for door closers(hydraulically regulated).
- (125) The laminated sheet shall be of approved quality, shade i.e. Royal touch / kit ply or equivalent of 1 mm thick.
- (126) Acrylic distemper will be of Asian Paint, Nerolac or equivalent make as approved by Engineer Incharge.
- (127) Payment of MS grills shall be made on actual weighment basis or theoretical calculation of sections whichever is less.
- (128) All aluminum sections required shall be of Jindal, Premani or Equivalent standard make with anodizing thickness of 15 micron and test certificate for the same shall be submitted and shall be got approved from Engineer In charge before putting them into use.
- (129) The fan hooks shall be bent to required shape and fixed in position before casting RCC work wherever required at no extra cost.
- (130) All the fittings / fixtures shall be used of approved make and weight confirming to relevant ISI.
- (131) The CP brass stop / angle cocks, bib cocks, pillar cocks wherever used shall be of approved make and size, shape and confirming to relevant IS Standards
- (132) Gate / wheel valve shall be of ISI make.
- (133) Mirror shall be of "Modi guard, Saint gobain or of equivalent make.
- (134) W.C. seat & wash hand basin shall be of first quality confirming to relevant IS.
- (135) Nahani trap should be of standard brand confirming to relevant and its latest abendment with proper water seal and same shall be got approved by the Engineer In charge.
- (136) Gun metal wheel / gate shall be of approved brand and weight as per relevant IS code and with ISI mark.
- (137) Gully trap shall be confirming to relevant IS and shall have to be got approved by Engineer In charge.
- (138) The tendered rates shall include the cost of cutting holes in walls, floors,

RCC slabs etc. wherever required and making good the same for which nothing extra shall be paid.

- (139) Exposed brick work cladding with 10 mm groove shall be carried out with Natural brick (220mm x 70mm x 20mm) ,Product Code REC-711 of Radhe Krishna Brick brand with adhesive for cladding of WEBER brand Grade C2TE or as per direction of Engineer In Charge.
- (140) Brick flooring shall be carried out with brick of Product Code- REB 91 Size 220 x 100x 35 of Radhe Krishna Brick or as per direction of Engineer In Charge.

**Note :** items and material specification for the above mentioned point no. 56 to 140 may be change/increase/decrease as per the direction of Engineer. If any material and items not mentioned, it may be executed as per direction of Engineer In – Charge.

- (141) Deployment of Key-Personnel:

**i) The contractor shall deploy following employees at site:**

SN	Description	Qty
1	Manager(Technical)	1
2	Quality Cum Surveyor Engineer	1
3	Supervisor( 2 civil & 1 electrical)	3

**ii) Qualification and Experience Requirement of Key Personnel**

**1. Manager (Technical)**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering
<b>ii)</b>	<b>Essential Experience</b>	
	a)Total Professional Experience	Min. 10 years in Building Project

**2. Quality Cum Surveyor Engineer**

<b>i)</b>	<b>Educational Qualification</b>	
	Essential	Graduate in Civil Engineering
<b>ii)</b>	<b>Essential Experience</b>	
	a)Total Professional Experience	Min. 05 years in Building Project

### 3. Supervisor

i)	<b>Educational Qualification</b>	
	Essential	Graduate/Diploma in Civil Engineering & Electrical
ii)	<b>Essential Experience</b>	
	a)Total Professional Experience	Min. 05 years in Building Project

(iii) In case the Contractor fails to deploy the Manager/Engineers/Supervisor during all day of construction period, as aforesaid above, contractor shall be liable to pay penalty at the rates of Rs. 1000/- per personnel per day to Deendayal Port Authority.

#### (142) **BILLS TO BE SUBMITTED MONTHLY**

A Bill shall be submitted by the contractor each month on or before the date fixed by the Engineer-in-charge for all works executed in the previous month, and the Engineer-in-charge shall take or cause to taken the requisite measurement for the purpose of having the same verified, and the claim, as far as admissible, adjusted as far as possible, before the expiry of ten days from the presentation of the bill. If the contractor does not submit the bill within the time fixed as aforesaid, the Engineer-in-charge may depute within seven days of the date fixed as aforesaid, subroutine to measure up the said work in the presence of the contractor whose counter signature to the measurement list will be sufficient warrant, and the Engineer-in-charge may prepare a bill from such list.

#### (143) **Contractor to be given a week to file objections to the measurements recorded by the Department.**

Before taking measurement of any work as has referred to in Clause 6,7, and 8 hereof, the Engineer-in-charge or a subordinate deputed by him shall give reasonable notice to the contractor if the contractor fails to attend at the measurements after such notice of fails to countersign or to record the difference within a week from the date of measurement in the manner required by the Engineer-in-charge then in any such event the measurement taken by the Engineer-in-charge or by the subordinate deputed by him as the case maybe shall final and binding on the contractor and the contractor shall have no right to dispute the same

#### (144) **BILLS TO BE ON PRINTED FORMS**

The contractor shall submit all bill on the printed forms to be had on application at the office of the Engineer-in-charge and the charges in the bills shall always be entered at the rates specified in the tender or in the case of any extra work ordered in purpose of these conditions and not mentioned or provided for in the tender at the rates hereinafter provided for such work

**(145) PAYMENT OF CONTRACTOR'S BILL TO BANK**

Payments due to the contractor may, if so desired by him be made to his bank instead of direct to him, provided that the contractor furnishes to the Engineer- in-charge (1) an authorisation in the form of a legally valid document such as a power of attorney conferring authority on the bank to receive payment and (2) his own acceptance of the correctness of the account made out as being due to him by the Board or his signature on the bill or other claim, preferred against the Board before settlement by the Engineer-in-charge of the account or claim by payment to the bank, while the receipt given by such bank shall constitute a full and sufficient discharge for the payment the contractor should, wherever possible, present his bills duly receipted and discharged through his bankers. Nothing herein contained shall operate to create in favour of the any rights of equities vis-à-vis the Board.

**(146) INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR E-TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE.**

1. Information and instructions for Contractors will form part of NIT and to be uploaded on website.
2. The intending bidder must have class-III digital signature to submit the bid.
3. The Bid Document as uploaded can be viewed and downloaded free of cost by anyone including intending bidder. But the bid can only be submitted after uploading the mandatory scanned documents i.e. Tender fees in the form of digital mode of payment and EMD inform of Bank Guarantee of any National / Schedule Bank (Except Co-Operative Banks) having its branch at Gandhidham in favour of Deendayal Port Authority.
4. Bidders may modify or withdraw their bids before last date and time of submission of bid as notified.
5. While submitting the modified bid, contractor can revise the rate of one or more item(s) any number of times (he need not re-enter rate of all the items) but before last time and date of submission of bid as notified.
6. On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
7. Contractor can upload documents in the form of JPG format and PDF format.
8. It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
9. If the contractor is found ineligible after opening of bids, his bid shall become invalid and cost of bid document shall not be refunded.

10. If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the contractor the bid shall become invalid and cost of bid document shall not be refunded.
11. Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 (three) years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
12. Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).
13. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
14. All the mandatory document required/prescribed for pre-qualification have to be enclosed by the bidder failing which his offer shall be rejected and treated as non-responsive. However, additional documents required if any for verification of the original documents shall be submitted by the bidder if required by DPA.

List of Documents to be scanned and uploaded within the period of bid submission:

- I. Bank Guarantee of any Nationalized Schedule Bank (Except Co-Operative Banks) having its branch at Gandhidham against EMD as per Board decision.
- II. Digital mode of payment towards cost of Tender Fees.

**(147) Insurance of equipment's**

- (1) The contractor shall insure, at his cost, the plant and machinery for which mobilization advance is sought and given, for a sum sufficient to provide for their replacement at site.
- (2) Any amount that is not recovered from the insurers shall be borne by the contractor.

**(148) Construction of Site Offices and QA Labs**

Site offices shall be constructed by the contractor to facilitate working at site and to provide necessary facilities for maintenance of site records, drawings, plans, approved samples, codes and specifications, copy of agreement and detailed estimate etc.

In some contracts a provision is kept or construction of site office for client and facility of conference room etc to conduct review meetings and coordination meetings etc at site.

Along with site office the QA Lab need to be established for immediate testing of materials and design mix of concrete, soil parameters etc. if

required, as directed by the E-I-C. This would depend on the nature of work and should be considered in the tender for works costing more than 2 crores, in which it would be necessary. The tests should be carried out in the presence of JE & AXEN/AEN and test checked by the E-I-C.

**(149) Payment of Final Bill**

Final bill of all works shall be paid as per DPA's citizens' charter. In case contractor fails to submit the final bill within 2 months of completion of work, the process of final bill should be initiated by the E-I-C suo-moto to thwart the efforts of contractor to delay the preparation of final bill which in all probability may be in the minus. Similarly E-I-C should not delay recoveries for any overpayments detected/ the recoveries being disputed by the contractor on the plea that contractor has gone to Arbitration.

**(150) NIL.**

**(151) Removal of rejected/sub-standard materials**

- (a) Whenever any material brought by the contractor to the site of work is rejected, entry thereof should invariably be made in the Site Order Book under the signature of the Assistant Engineer, giving the approximate quantity of such materials.
- (b) As soon as the material is removed, a certificate to that effect shall be recorded by the JE/AE against the original entry, giving the date of removal and mode of removal, including the registration number of the truck and a copy of gate pass wherever applicable.

**(152) Deviation in quantities**

Normally deviation means deviation in quantities of agreement items, i.e. where there is increase or decrease in the quantities of items of work specified in the agreement.

Rates for such deviated items shall be calculated strictly as per the provision of agreement clauses.

**(153) Deriving the Market rates :**

As per provisions of variation clauses sometimes rates are to be determined based on market rates in certain conditions. In such cases the contractor within 14 days of receipt of order for execution of deviated quantities, extra or substituted items beyond permissible limits and before the commencement of such work shall give notice, for revision of rates, supported by proper analysis, for such quantities. Engineer-in-Charge shall consider the analysis submitted by contractor and determine the rates on basis of market rates.

Further in case market rates are less than the agreement rates then in such a case Engineer-in-Charge should give notice to the contractor within one month of occurrence of the excess and should decide the rates based on market rates considering the reply of contractor.

The analysis of rates on market rates should be on similar lines as adopted in the justification of tender except that market rates of material/ labour, hire charges of plant and machinery intended to be used prevailing at the time of such order or occurrence shall be adopted. Over and above the market rates so arrived 10% would be added for overheads and profit of the contractor.

**(154)** DPA shall engage the third party Inspection agency for quality assurance separately. The Contractor has to co-operate to the Third Party Inspection agency representative in his duties related to this work. The Execution of the work shall be subject to third party inspection by the agency engaged by DPA. The contractor is required to comply the observations, queries of the agency and any cost incurred from this purpose shall be the responsibility of the contractor.

**(155)** Prospective bidders may raise query relating to bidding condition, bidding process and / or rejection of its bidding for rejecting a tender or non-issuing a tender to prospective bidder will be disclosed where written enquiries are made by the concerned bidder.

**(156)** Tenders with any condition, including conditional rebates, shall be rejected However, tenders with unconditional rebate will be acceptable.

**(157) INTEGRITY PACT**

- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per Appendix) Shri S K Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS(Retd.) Has been nominated as Independent External Monitor for Integrity Pact. Whose address is as under :

(1) Shri S.K.Sarkar, IAS (ReRD.)  
B-104, Nayantara Aptt.,  
Plot No.08-B, Sec-07, Dwarka,  
New Delhi – 110 075  
Mobile No. 98111 49324  
Email :- [sksarkar1979@gmail.com](mailto:sksarkar1979@gmail.com)

(2) Shri Saurabh Chandra, IAS (ReRD.)  
A-9, Sector-30,  
Noida (UP) 201301  
Mobile No. 9871322133  
Email: [saurabh7678@yahoo.co.in](mailto:saurabh7678@yahoo.co.in)

**(158)** Scanned copy of pre-contract Integrity Agreement (as per Appendix enclosed) is to be uploaded along with the bid. Original hard copy of

Pre Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.

**(159)** While evaluating tenders, regard would be paid to National Defense Security consideration.

**(160) Special condition in respect of cement.**

- (1) The contractor shall procure 53 grade (conforming to IS 269-1989) OPC cement, as required in the work, from reputed manufacturers of cement having a production capacity not less than one million tons or more per annum as approved by the Ministry of Industry, Government of India, and holding license to use ISI certification mark for their product.
- (2) The supply of cement shall be taken in 50 kg. bags bearing manufacturer's name, date of manufacturing, batch number and ISI marking. The cement shall be brought at site in bulk supply of approximately 50 tons or as decided by the Engineer-in-charge. The **cement godown of the capacity to store a minimum of 200 bags** of cement shall be constructed by the contractor at site of work for which no extra payment shall be made. In case of big projects with mass consumption of cement, the same can be brought in Silos.
- (3) Samples of cement arranged by the contractor shall be taken by the Engineer-in-charge and got tested in accordance with provisions of relevant BIS codes. In case the test results indicate that the cement arranged by the contractor does not conform to the relevant BIS codes, the same shall stand rejected, and it shall be removed from the site by the contractor at his own cost within a week's time of written order from the Engineer-in-charge to do so. The cement shall be used on the work only after satisfactory test results have been received. The contractor shall supply free of charge the cement required for testing including its transportation cost to testing laboratories. The cost of tests shall be borne by the contractor.
- (4) Double lock provision shall be made to the door of the cement godown. The keys of one lock shall remain with the Engineer-in-Charge or his authorized representative and the keys of the other lock shall remain with the contractor. The contractor shall be responsible for the watch and ward and safety of the cement godown. The contractor shall facilitate the inspection of the cement godown by the Engineer-in-Charge at any time.

- (5) The actual issue and consumption of cement on work shall be regulated and proper accounts maintained as provided in the contract. The theoretical consumption of cement shall be worked out as per procedure prescribed in the contract and shall be governed by conditions laid therein. In case the cement consumption is less than theoretical consumption including permissible variation, recovery at the rate so prescribed shall be made. In case of excess consumption no adjustment need be made.
- (6) The damaged cement shall be removed from the site immediately by the contractor on receipt of a notice in writing from the Engineer-in-charge. If he does not do so within 3 days of receipt of such notice, the Engineer-in-charge shall get it removed at the cost of the contractor.
- (7) The cement procured by the contractor should not have aged more than 6 weeks. The original bills for verification to this effect shall be submitted with every bill of measurement.

**(B) Special conditions for steel**

- (1) The contractor shall procure TMT bars of Fe415/ Fe500/ Fe550 grade as per tender conditions.
  - (a) The grade of the steel such as Fe415/Fe500/Fe 550 or other grade to be procured is to be specified as per BIS 1786-2008.
  - (b) The TMT bars procured from primary producers shall conform to manufacture's specifications.
  - (c) The TMT bars procured shall conform to the specifications as laid by Tempcore, Thermex, Evcon Turbo & Turbo Quench as the case may be.
  - (d) For TMT bars procured either from primary producers or secondary producers, the specifications shall meet the provisions of IS 1786 : 2008 pertaining to Fe 415D or Fe 500D or Fe 550D grade of steel as specified in the tender.
- (2) The contractor shall have to obtain and furnish test certificates to the Engineer-in-charge in respect of all supplies of steel brought by him to the site of work.
- (3) Samples shall also be taken and got tested by the Engineer-in-Charge as per the provisions in this regard in relevant BIS codes. In case the test results indicate that the steel arranged by the contractor does not conform to the specifications as defined under para (1) above, the same shall stand rejected, and it shall be removed from the site of work by the contractor at his cost within a week's time of written orders from the Engineer-in-Charge to do so.
- (4) The steel reinforcement bars shall be stored by the contractor at site

of work in such a way as to prevent their distortion and corrosion, and nothing extra shall be paid on this account. Bars of different sizes and lengths shall be stored separately to facilitate easy counting and checking.

- (5) For checking nominal mass, tensile strength, bend test, re-bend test etc. specimens of sufficient length shall be cut from each size of the bar at random, and at frequency not less than that specified below:

<i>Size of bar</i>	<i>For consignment below 100MT</i>	<i>For consignment above 100MT</i>
Under 10 mm dia bars	One sample for each 25 MT or part thereof	One sample for each 40 MT or part thereof
10mm to 16mm dia bars	One sample for each 35 MT or part thereof	One sample for each 45 MT or part thereof
Over 16mm dia bars	One sample for each 45 MT or part thereof	One sample for each 50 MT or part thereof

- (6) The steel procured by contractor should not have aged more than 6 weeks. The original bills to this effect shall be submitted with every bill of measurement.
- (7) The contractor shall supply free of charge the steel required for testing including its transportation to testing laboratories and the testing charges shall be borne by the contractor.
- (8) The actual issue and consumption of steel on work shall be regulated and proper accounts maintained. The theoretical consumption of steel shall be worked out as per procedure prescribed in the contract. In case the consumption is less than theoretical consumption including permissible variations (+3% for cutting into pieces +/- 2% for variation in weight) recovery at the rate so prescribed shall be made. In case of excess consumption, no adjustment need to be made.

(161) NIL

(162) SETTING OUT

The Contractor shall be responsible for the true and proper setting out of the "Works" and the correctness of the positions, levels, dimensions and alignment of all parts of the works and for the provision of all necessary instruments, appliances and labour in connection herewith. If at any time during the progress of the works any error shall appear or arise in the position levels, dimensions or alignment of any part of the works, the Contractor shall immediately notify the Engineer/Engineer-in-Charge or his Representatives who will direct the Contractor in what way the work shall be carried out and the

Contractor, on being required to do so by the Engineer/Engineer-in-Charge or his Representative, shall at his own expense rectify such error to the satisfaction of the Engineer / Engineer-in-Charge or Engineer's Representatives at any stage of the work or the checking of any setting out or any line or level by the Engineer/Engineer-in-Charge or Engineer's Representative shall not in any way relieve the Contractor of his obligations under the contract.

The Contractor shall carefully protect and preserve all benchmarks, site rails, pegs and other things used in setting out the works to the approval of the Engineer-in-Charge.

(163) NOTICE OF ADDRESS

The Contractor shall notify in writing to the Engineer an address at Gandhidham/ Adipur for the service on the Contractor any communication or any notice to be given to him under the Contract and any such notice/communication to the Contractor shall be deemed to be duly served if sent by registered post to or left at such address or if delivered to the agent or representative of the Contractor. Any notice/communication to the Contractors shall also be deemed to be duly served if sent by registered Post to or left at the principal place of business or if the Contractor be a company the registered office of the Contractor or at the contractors last known address.

(164) Special Conditions for Environmental Protection

1. The contractor(s) shall strictly follow up the environmental rules as per the Environmental (Protection) Act 1986 while execution of the work and as directed by Engineer-In-Charge.
2. All construction materials i.e. Cement, Aggregates, sand & fill materials which are to be used in construction work shall be covered with Tarpaulin or other fabric materials as directed by Engineer-in-charge.
3. The Contractor(s) should stacked and disposed the waste materials in such a manner which are not destroy the environment.
4. The contractor(s) shall sprinkles the water to minimize the dust emission.
5. Machine mixers, vibrators, way batches plant, diesel generator sets and other vehicles engines shall not be left running when not in use.
6. Emission of NO<sub>2</sub> and SO<sub>2</sub> shall be maintained within the worksite area as per the International Regulations (MARPOL).
7. To prevent and minimize vibration and noise levels from machineries / vehicles during construction activities the contractor(s) shall take the remedial action to minimize noise pollution as under:
  - a. Provide adequate silencers attached with all vehicles and machines.
  - b. Install suitable mufflers on engine exhaust and compressor component.
  - c. The diesel generators set shall be used of noise less.
8. To contractor(s) shall stacked / stored the construction materials at

adequate distance from coastal area.

9. The contractor(s) shall provide the barrier to prevent the construction materials from mixing up with surface / ground water.
10. The contractor(s) should discharge Waste generated during construction work as per CPCB / GPCB regulations.
11. For tenders costing Rs. 5 crores & above: 100 saplings (min. 3 ft. height) have to be planed.

The plantations have to be made within 4-6 months from the date of award of work and has to be maintained till the completion of the maintenance period of contract. After the completion of the maintenance period of contract, contractor has to hand over the plantation to the DPA. The maintenance shall include trimming, watering, providing temporary guards, etc.

The location of the plantation and type of saplings to be planned shall be manually decided by the Engineer-in-charge of DPA and the contractor. The cost of the above plantations and its maintenance has to be borne by the contractor as a part of their social responsibility. No extra payment shall be made to the contractor for the above. In the event of failure by the contractor to execute the above work, it shall be done departmentally at the cost and risk of contractor.

**(165) GST Clause**

- (a) 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. The contractor should have valid GST registration number to become eligible for Participating in the bid. However, GST will not be considered for evaluation of bid Price. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.
- (b) GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- (c) GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- (d) It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- (e) The TDS under GST Act is required to be deducted @ 2% (1% CGST and 1% SGST or 2% IGST) from payment / credit given to contractors  
/professionals and others for work order/contracts exceeding Rs.2,50,000.00
- (f) Contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port AUTHORITY can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPA and

therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

- (166) Contractor has to appoint an agency, with the prior approval of DPA, for overall supervision of the work and redesign of any component of the building if required as per the requirement of DPA. The charges of agency will be borne by the contractor.
- (167) The Contractor has to perform the soil test at its own cost. After the soil test if required any changes in the foundation of the building if required shall be done by the contractor.
- (168) The Contractor shall arrange for proof checking of detailed structural design and drawing from any of the IIT/NIT before the start of the work. The contractor shall bear the cost of the same.
- (169) The contractor shall submit Daily progress report and Monthly progress of the work with bar chart showing the progress every month and presentation when desired by the competent authority.
- (170) The contractor shall be registered under The Building and Other Construction Workers (Regulation of Employment and Conditions of Service) Act, 1996.
- a) The payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid concerned authority is submitted for the previous bill
  - b) The documentary evidence (copy of paid Challan in Govt. 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.
- (171) The rate quoted by contractor shall be realistic. During the evaluation of tender, if rates quoted by the contractor are found unrealistic, the tender shall be considered non-responsive and Engineer in Charge reserves right to cancel tender and no any correspondence shall be entertained in this regard.
- (172) The work shall be done strictly in accordance with specifications laid down in Indian Standard Code of Practice for different building trades of latest edition, in addition to the specifications given in Schedule B, approved plans and instructions issued by Engineer-in-charge from time to time.
- (173) The contractor shall carry out work as per specification & time line flailing which notice will be issued and after three notices, if performance not found satisfactory, the contractor will be debarred for participating in new tender of Civil Engineering department for period of two years.
- (174) deleted.
- (175) Individual quantity for any tender items of work may vary to any extent as required by DPA for which the contractor shall not submit any dispute/claim what-so-ever, so long as the total amount of such variation does not exceed plus or minus 30 % of the Total contract value awarded.

**CONTRACTOR**

**EXECUTIVE ENGINEER (P)  
DEENDAYAL PORT AUTHORITY**

## **Name of Work: Construction of new Seafarer's Building at Kandla -Electrical Part**

### **SPECIAL CONDITIONS FOR ELECTRICAL PART**

- 1.** In the event of dimension figures upon a drawing differing from those obtained by measuring drawings shall be referred to the Chief Mechanical Engineer, whose decision shall be final and binding upon the Contractor.
- 2.** The Contractor shall submit the coloured three sets Hard copy of approved drawing of cable routes, circuit diagram of LT installation layout, plans of wiring with technical literature and soft copy and also three sets of as made drawing on completion of work along with tracing.
- 3.** While carrying out the work of electrical nature, the Contractor shall adhere to the provisions of the Indian Electricity Rules, 1956 and as amended from time to time and shall not violate any Regulations, which he will be solely responsible.
- 4.** While crossing the rail/road, damaged caused to it should be set right by Tenderers to the Satisfaction of the Executive Engineer (P), Deendayal Port Authority. Before laying the new cables at existing route through Road/ rail / jetty, contractor shall take written permission from Engineering –In-Charge, in this regard contractor shall make earmarked drawing in two set, which will clear indicated the whereas cable will pass and take permission from TD Division. After completion of new cable, laying work contractor shall take NOC from Harbour Division regarding satisfactory completion of Road/Rail/RCC crossing work at inside cargo jetty area & copy of NOC same should be submitted to Executive Engineer (Electrical).
- 5.** The work shall be programmed in such a way that the electric supply to the existing installations is not disturbed to the extent possible keeping in view of the work of cutting existing cables, making straight joints and terminating cable ends in the feeder pillar, switchgear etc. shall be carried out within the shortest possible shut down periods to instruction.
- 6.** Armouring of the PVC-A-PVC / XLPE armoured cables shall be effectively earthed at the termination glands and connecting to the nearest earth point. The tail end shall be taped with PVC adhesive tape appropriate colour.
- 7.** The cable to be supplied by the Contractor shall be in standard drum length and straight joint shall be avoided as far as possible. In case same cannot be avoided the Contractor shall supply the requisite number of straight joints complete with jointing materials and accessories shall carry out the jointing work at their cost.

- 8.** Necessary marking and lettering giving details of the circuits, cables etc. shall be carried out on the pedestal and LT panels as per the directions given.
- 9.** All the supporting framework of the DB/LLP and other equipment shall be painted with two coats of primer and two coats of finishing paints of grey shade no 631 of IS: 5 after proper surface Cleaning, de-greasing, chemical cleaning as per the recommendation of the manufacturer.
- 10.** Caution board vitreous enamelled written in three languages, one being the regional language, shall be fixed or displayed to indicate danger and supply pressure according to the Indian Electricity Rules 1956 wherever the supply is at 440 Volts and above.
- 11.** Necessary cable route indicators and cable joint indicators shall provide at an interval of 100 Meters approximately.
- 12.** The Contractor has to provide the materials and equipments of following make as per the approved list attached.
- 13.** The contractor shall study the local working conditions at the site of work before tendering and no claim what-so-ever shall be entertained.
- 14.** The work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-Charge.
- 15.** The electrical installation shall conform to all currently applicable ISI specification such as IS: 732, IS: 3043, IS: 2309, IS: 3045 etc. with up to date amendments including relevant IEC regulation and Indian Electricity rules 1956 with up to date amendment.
- 16.** Necessary earthing of wiring, Load Panel, etc. set will be carried as per the IE rule & Act.
- 17.** For laying the new supplied cable, contractor shall take route approval in drawing from EIC same will be send to Civil Department for permission through proper channel for Civil Item like Road/Rail/RCC Crossing,
- 18.** For High Mast, Foundation work shall be carried out under supervision of Civil Engineering Department. Necessary Drawing & Material for foundation shall be approved from civil Engineering Department.
- 19.** The Tenderers shall quote the rate for cable lying, which shall include the, cable tagging, dressing, end termination, appropriate size of glands & ferrule work as per requirement etc.
- 20.** All wiring, shall be concealed/Surface as per specification & LED fittings will be surface mounted Bulk Head, hence at the time of CIVIL work , firm shall be planed accordingly &

continues touch with EIC, For concealed wiring / Points/ sub Ckt. /location of LED fitting, LPP/Meter/DB, otherwise firm shall be responsible for any untoward situation & no claim what-so-ever shall be entertained

**21. Queries about the Technical Data**

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

**22. Instructions**

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

**23. Safety**

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

**24. Quality Control**

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.

**25. 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.

**26. Removal of Rejected goods:**

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

**27. Deviations:**

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be

accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, DEENDAYAL PORT AUTHORITY may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

**28. Approvals:**

The Executive Engineer (E) 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 Executive Engineer (E) for approval. Any corrections to be suggested by Executive Engineer (E) in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

**29. 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.

**30. 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.

**31. Indian Dock Safety Regulations:**

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

**32. Labour License:**

The contractor will have to obtain 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.

**33. Payments Terms for Electrical Part:**

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

- (i) 70% payment will be released after receipt of material at site in good condition, after obtaining insurance cover as per tender condition and after inspection & acceptance of material by DPA.
- (ii) 20% of item rate after completion of erection, installation, testing and commissioning etc. and 90% of item rate for item covers only laying/fixing etc.
- (iii) 10% will be released after successful completion of whole work and handing over to DPT.

**34. Valid Electrical Contractor license:** The contractor / Sub Contractor shall have valid electrical contractor's license issued by their respective state for carrying out electrical work of nature involved in this tender. 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/centralGovt.

**35. Guarantee:**

35.1 The guarantee period shall be valid up to 12 (Twelve) months with effect from the date of Completion of work by DPA.

35.2 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.

35.3 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.

**36. Insurance:**

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

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

36.2 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.

36.3 During erection and till the work is completed and satisfactory taken over by the DPA 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.

**37.** The contractor shall not deposit any materials at such a place that may cause inconvenience to the public or staff or nearby offices.

**38.** The Contractor shall execute the work in such a way that not to cause inconvenience to the public or staff or nearby offices and not to cause hindrance to traffic. Necessary barricading shall be done by the contractor at his own cost if required.

**39.** For the purpose of measurements, the method prescribed in standard code of measurements of the concern work shall be applicable.

**40.** All tools, plants, scaffolding ladder etc. and other machinery etc. required temporary for the purpose of execution of work will have to be arranged by the contractor at his own cost and storing of such tools, plants etc. will have to be made by him.

**41.** All the rules and regulations governing DPA will be applicable.

**42.** After completion of the work, the site should be neatly cleaned by the contractor.

**43.** The contractor shall ensure not to cause any damages to the port properties in the vicinity of work site during execution of work. If any damage occurs due to workmen/ machinery of the contractor, the contractor has to make good the loss / damage at his cost.

**44.** All the work shall be carried out to the entire satisfaction of Engineer in Charge.

**Signature & Seal of Contractor**

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

**Name of Work:** Construction of new Seafarer's building at Kandla – Electrical Part

## **TECHNICAL SPECIFICATIONS**

### **Part A - Electrical Work**

#### **1. Technical Specification for Item No. 1:**

This includes Point wiring for Light / Bell with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires up to 10 Mtr length , in below type of pipe erected with 6A Modular type switch / bell push & accessories and earth continuity of following type, erected on PVC / Metallic/Wooden box, single mounting base frame covered with textured/metallic/white front plate modules erected on / in wall / ceiling as per pipe erected, with necessary Lamp holder/ceiling rose / H.D. Connector as directed.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete and as directed by Engineer-in-charge

#### **2. Technical Specification for Item No. 2:**

This includes Point wiring for Tissino / Modular secondary light point with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires, in below type of pipe to be erected complete with earth continuity and necessary connection with primary light with accessories erected on Metal / PVC / wooden box covered with 3 mm thick PC(Polycarbonate) / Acrylic sheet for open / concealed wiring. with necessary Lamp holder / ceiling rose / H.D. Connector as directed.

Note:- Maximum up to 6 mtrs length, excess will be considered as Mains for Secondary Point.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete and as directed by Engineer-in-charge.

#### **3. Technical Specification for Item No. 3:**

This includes Point wiring for FAN with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (Green) both are of .ISI marked 1.1 KV Grade FRLS PVC insulated multi strand copper wires up to 10 mtr length, in below type of pipe erected with 6A Modular type switch and hum free EME step type electronic fan regulator mounted and accessories with earth continuity of following type erected on PVC / Metallic/Wooden box, single mounting base frame covered with textured/metallic/white front plate modules erected on / in wall / ceiling as per pipe erected. with necessary ceiling rose / H.D. Connector as directed.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete and as directed by Engineer-in-charge.

**4. Technical Specification for Item No. 4:**

This includes Point wiring for Two Way Controlled Light Point with 2-1.5 sq.mm & earth wire of 1.5 sq.mm (green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires erected in below type of pipe with 6A Modular type switches and following type of accessories erected on PVC / Metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate modules erected on / in wall / ceiling as per pipe erected. with necessary batten/angle holder or ceiling rose or H.D. Connector as directed.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete and as directed by Engineer-in-charge.

**5. Technical Specification for Item No. 5:**

This includes Point wiring for Individual Plug with & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires up to 10 mtr length, in below type of pipe erected complete with Modular type switch & 5 pin Plug erected on PVC / Metallic/Wooden box covered with appropriate front plate modules erected on / in wall / ceiling as per pipe erected with following type of accessories [II] For 16A Plug and 16 amp switch with 2-2.5 sq.mm Cu. Wire from mcb db board.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete and as directed by Engineer-in-charge.

**6. Technical Specification for Item No. 6:**

This includes Point wiring for Individual Plug with & earth wire of 1.5 sq.mm (Green) both are of ISI marked 1.1 KV grade FRLS PVC insulated multi strand copper wires up to 10 mtr length, in below type of pipe erected complete with Modular type switch & 5 pin Plug erected on PVC / Metallic/Wooden box covered with appropriate front plate modules erected on / in wall / ceiling as per pipe erected with following type of accessories. [I] For 6A Plug and 6 a switch with 2-1.5 sq.mm Cu. Wire from nearby switchboard/mcb db board.

(a) with medium class Rigid PVC pipe and accessories erected concealed in wall/ceiling complete.

**7. Technical Specification for Item No. 7:**

This includes Point wiring for on board Looped Plug with 6A Modular type switch & 5 pin socket erected on PVC / Metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate modules erected on / in wall / ceiling with following type accessories and as directed by Engineer-in-charge.

**8. Technical Specification for Item No. 8:**

This includes Providing & erecting Switch board for Computer or electric apparatus consisting of following modular type accessories mounted with PVC / Metallic

concealed/open box with single mounting base frame covered with textured/metallic /white front plate, modules erected with necessary connections as directed.

(a) 1 no. 6A/16A universal plug-switch combined.

(b) 3 nos. 6A Switch

(c) 3 nos. 6A 5 pin Plug

For Modular Type Accessories and as directed by Engineer-in-charge.

**9. Technical Specification for Item No. 9:**

This includes Providing following type of Modular Type Accessories mounted with PVC / metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate , modules erected with necessary connections as per site situation and as directed by Engineer In charge.

(a) Computer RJ-45 socket

**10. Technical Specification for Item No. 10:**

This includes Supplying & erecting approved make LAN cable of following size in existing pipe and as directed by Engineer-in-charge.

**11. Technical Specification for Item No. 11:**

This includes Providing following type of Modular Type Accessories mounted with PVC / metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate , modules erected with necessary connections as per site situation directed by Engineer In charge.

(a) Two Pin/RJ-11 Telephone Socket

(b) For One Gang

**12. Technical Specification for Item No. 12:**

This includes Supplying & erecting approved make Telephone Cable electrolytic copper conductor PE insulation twisted in two pairs, & wrapped with FRLS PVC tape & sheathed with FRLS PVC or HFFR outer Jacket suitable for telephone wiring & conforming to C-DOT erected in existing pipe. of following size of conductors & nos.of pairs. With necessary connections.

(a) Conductor Size 0.5 mm Unarmoured Two Pairs

**13. Technical Specification for Item No. 13:**

This includes Providing & erecting main Distribution (MDF) indoor type, back mounted frame as per DoT standard approved with krone strips.

(a) Suitable for 20 pair

**14. Technical Specification for Item No. 14:**

This includes Providing following type of Modular Type Accessories mounted with PVC / metallic/Wooden box, single mounting base frame covered with

textured / metallic/white front plate , modules erected with necessary connections as per site situation and as directed by Engineer In charge.

(a) TV Co-axial Socket outlet

**15. Technical Specification for Item No. 15:**

This includes Providing & Erecting approved make following size of TV Co-axial flexible cable comprising inner conductor of solid bare copper insulated with Foam PE & Secondary conductor made of poly - Aluminium film bonded Al. Braids @ suitable coverage overall sheathed with black PVC insulation.

(b) RG-6

**16. Technical Specification for Item No. 16:**

This includes providing and erecting Mains with ISI marked, 1.5KV grade electrolyte multi stranded, annealed copper conductor with heat resistant PVC insulated conforms to IS 694, IEC - 227 erected in existing pipe of following size (Specifically for control panel, relays, power switchgears, motor starters & control wiring) with required size of copper lugs, nuts and bolts if required.

(a) One wire 10.00 sq. mm

(b) One wire 16.00 sq. mm

(c) One wire 25.00 sq. mm

(d) One wire 35.00 sq mm

**17. Technical Specification for Item No. 17:**

This includes Providing and erecting Mains with 1.1 KV grade FRLS PVC insulated ISI marked stranded Copper conductor wire in following type of pipe to be erected concealed in /flushed on wall/ceiling, with 1.5 sq. mm copper conductor FRLS PVC insulated stranded wire of green colour for earth continuity of following size.

(A) With medium class Rigid PVC pipe and accessories

(a) 2 wire 1.5 sq. mm

**18. Technical Specification for Item No. 18:**

This includes Providing and erecting Mains with 1.1 KV grade FRLS PVC insulated ISI marked stranded Copper conductor wire in following type of pipe to be erected concealed in /flushed on wall/ceiling, with 1.5 sq. mm copper conductor FRLS PVC insulated stranded wire of green colour for earth continuity of following size.

(A) With medium class Rigid PVC pipe and accessories

(b) 2 wire 2.5 sq. mm

**19. Technical Specification for Item No. 19:**

This includes Providing and erecting ISI mark Medium class RIGID PVC PIPES of following size complete to be erected on/in wall or ceiling erected with necessary PVC

fittings & Junction boxes fixed with adhesive solution & Clamps with following dia of pipes, in approved manner as directed.

(a) 25 mm

**20. Technical Specification for Item No. 20:**

This includes Providing & erecting PVC Corrugated Flexible Conduit with required nos. of coupling, PVC bushes, Check-nuts etc. complete of following sizes.

(a) 25 mm

**21. Technical Specification for Item No. 21:**

This includes Providing and erecting Sheet Steel powder coated MCB distribution board - flush / surface mounted fitted with busbar, neutral link, earth bar and DIN rail, Conforms to IS 8623-1 & 3, IEC 61439-1 & 3 without MCB to house appropriate nos. of MCBs. (The DBs should be used of same company of MCB to be used) suitable for

(A) single phase incoming and horizontal single phase outgoing

(b) sheet steel double door (IP-43)

(ii) 6 way

**22. Technical Specification for Item No. 22:**

This includes Providing and erecting Sheet Steel powder coated MCB distribution board - flush / surface mounted fitted with busbar, neutral link, earth bar and DIN rail, Conforms to IS 8623-1 & 3, IEC 61439-1 & 3 without MCB to house appropriate nos. of MCBs. (The DBs should be used of same company of MCB to be used) suitable for

(B) three phase incoming and single phase horizontal type outgoing Per phase isolation type (PPI)

(b) sheet steel double door

(iv) 12 way

**23. Technical Specification for Item No. 23:**

This includes providing and erecting of following accessories with ISI Mark in existing box for various applications & protection and as directed by Engineer-In-charge.

(i) 6 to 25A SP MCB

(ii) 6 to 25A DP MCB, 10KA, B curve

(iii) 63A FP MCB, 10KA, C curve

(iv) 25A DP RCCB, 30mA. 10 KA

(v) 63A DP ELCB, 30mA. 10 KA

**24. Technical Specification for Item No. 24:**

This includes supplying and erecting triple pole & neutral 440V / 500V panel mounting Copper Busbars with four equal Nos. of electrolyte bus having current density not

more than 1.6 Amp. / sq.mm (Rated current / cross section area) duly wrapped with colour insulating tape for phase sequence of following current carrying capacity, erected with necessary bus bar supports /insulators, main cable socket to each bar, erected in existing cubical panel with necessary connections.

(a) Suitable for 200 Amp. capacity

**25. Technical Specification for Item No. 25:**

This includes providing and erecting following approved make moulded case circuit breaker, 415 V, having normal current rating up to 25 A to 100A with Fixed thermal & magnetic release suitable to work on A.C. supply 50 c/s with all internal connections, spreader tinned copper & complete erected in existing 16 G.M.S. housing.

- (i) 25 to 100A, 4P MCCB, 25 KA with fixed Thermal & magnetic release
- (ii) 200A, 4P MCCB, 35 KA with variable Thermal & magnetic release
- (iii)

**26. Technical Specification for Item No. 26:**

This includes supplying & erecting approved make Four Pole 415V change over switch interior for panel mounting with operating mechanism A.C.23 duty conforming to IS for following.

(a)200A

**27. Technical Specification for Item No. 27:**

Providing & erecting weather proof, dust & vermin proof, floor mounted front operated indoor type cubical panel board necessary IP- 42 and above protection as per approval from engineer-in-charge made from 14 SWG thick CRC M.S. sheet for outer body & doors, 16 SWG thick CRC M.S. sheet for internal partitions with necessary accessories, supporting angles/ flats channel including cutting, bending, drilling, welding, riveting with internal partitions & cable alley as per requirements & instruction of engineer-in- charge with erection of supplied switch gears, BUSBARS, suitable size of inter connecting PVC copper wire / copper-aluminium strips, rubber grommets, rib, bakelite control fuses/MCB for measuring instruments, earth bus & earth bolts, foundation flange - bolts-base Plates, sufficient nos. of hinged doors, handles with locking arrangement and rubber gasket, heavy duty end terminal connection, danger notice board, necessary ventilation, earthing strip complete. The Panel shall be painted with epoxy powder coating (The rates excludes the cost of switchgears, bus bars, inter connecting mains & Copper Aluminium strips, meters, Fuses etc. The dimension shall be measured excluding base beams) The panel shall be supplied with following approved manufacturers with following size.

(a) The standard companies switch gear shall be used and only manufacturers at CPRI approved factory.

(l) with 350mm depth board

**28. Technical Specification for Item No. 38:**

This includes providing, erecting, fabricating the M.S. structure for indoor type cubical panel board as per requirement on site incorporating proper size of M.S. angles, square, round, flats, bars, channels, sections complete with cutting, welding, grinding & finishing duly painted with one coat of red oxide with erection on site as per direction of engineer in charge with necessary grouting, cementing, plastering & finishing complete.

**29. Technical Specification for Item No. 29:**

This includes providing and erecting multifunctional meter suitable for application of Power monitoring and showing measurement of following Voltage, Frequency, Apparent energy, Apparent power, Active and reactive energy, Active and reactive power, Average voltage Vavg, Peak demand power PM, QM, SM, Demand power P, Q, S, Apparent power S, S1, S2, S3, Unbalance current, Power factor and displacement PF (signed, four quadrant), Calculated neutral current, Active, reactive, apparent energy (signed, four quadrant), Active power P, P1, P2, P3, Voltage U21, U32, U13, V1, V2, V3, Phase currents, Average current lag, Peak demand currents, Reactive power Q, Q1, Q2, Q3, Demand current I1, I2, I3, [Us] rated supply voltage 40...300 V AC 45...65 Hz, 40...300 V DC, Network frequency 50 Hz, Type of network 3P, Display type 7 segments LED, Display colour Red, Messages display capacity 3 fields of 4 characters, Display digits 12 digit(s) - 14.2 mm in height.

**30. Technical Specification for Item No. 30:**

This includes supplying and erecting approved make suitable panel indicator LED type lamp, lens cover, complete erected with necessary connections.

**31. Technical Specification for Item No. 31:**

This includes providing & erecting L.T. Current Transformer with bar primary 50/5 to 1000/5 ratio 15 VA burden erected in existing CRCA box duly secured with insulating materials connected to the meter.

**32. Technical Specification for Item No. 32:**

This includes supplying and erecting, commissioning and testing of Diesel Generating set confirming to IS: 4722:1968 & BS:5514 having continuous rating, 3 phase, 415 volts, 50 cycles A.C. supply comprising of a totally enclosed air/water cooled diesel engine with multi- cylinders developing suitable BHP not less than following capacity at 1500 RPM with 10% overload for one hour in 24 hours with standard accessories like fly wheel, lubricating oil cooler, "A" class governor, heavy duty fuel wheel and lubricating oil filter, oil bath air filler, lubricating oil pressure gauge, end exhaust manifold, standard set of tools with adjustable spanners, screw drivers, cylinder head to cover, joint cylinder head to exhaust, element lube oil filter, 12/24 volts electric starting

equipment complete with standard heavy duty battery, dynamo, cut-outs, ammeter, necessary wiring, pressure gauge, starter etc and heavy duty Residential type exhaust silencer and vertical hot air duct both lagged with asbestos rope, save oil trays, exhaust piping of required length, standard wall/floor mounted fuel with level indicator and piping and drip proof alternator, self excited, self regulated, screen protected, with excitation system, capable of delivering the rated system output at 415 volts, 3 phase, 0.8 PF, 50 Hz, 4 wire, running at 1500 RPM, conforming to IS- 4722- 1968 with voltage regulation +/- 5% of rated voltage from no load to full load. Both the engine and alternator fitted on a common fabricated steel base plate with antivibration mounting engine and alternator both connected to each other by flexible flange coupling and with floor/wall mounted control panel box comprising of voltmeter ammeter, selector switches, ACB / MCCB / MCB of adequate capacity, indicator lamps duly wired with HRC fuses. The alternator & control panel shall be connected with provided suitable capacity armoured cable and complete with Acoustic enclosure (canopy) made out of 16 SWG CRCA Sheet, sound absorbing material Rockwool of 64 density & 100 mm thick conforming to IS:8183 / PU Foam of 40 Density - at least 40 mm. The resin bonded rockwool covered from inside the canopy by perforated sheet with 3/4 mm holes, sound level not more than 75 dB at a distance of 1 mtr, as per PVCT norms. Erection, commissioning and satisfactory testing as per requirement with first filling of fuel, oil, etc. with guarantee / Warrantee of complete system for Two years & with obom Electrical Inspector. The Capacity and Ratings of DG sets are as below.

(a) Continuous rating of 100 KVA ,BHP not less than 126 BHP

### **33. Technical Specification for Item No. 33:**

This includes providing & erecting approved make AMF control panel suitable for following size of 3 phase, 415 V, 50 cycles, A.C. diesel generating set complete of scope as detailed below and as directed by Engineer-in-charge:

- 1) Power module: A pair of electromechanically interlocked contactors (for mains & generator) Overload relay for generator contactor Neutral contactor for mains and generator Power socket for connections.
- 2) Control and metering module: Line voltage monitor. Generator voltage monitor Ammeter 3 items attempt start facility. Air circuit breakers/MCB/MCCB of suitable rating for auto/manual operation. Auto/manual switch. Emergency stop push buttons. Manual start push button frequency meter. Engine hour meter. Two earthing studs.
- 3) Protection module: The engine shutdown in the unlikely event of Low lube oil pressure High cylinder head temperature. V belt failure.
- 4) Indicators with alarm Load on generator.
- 5) Indicators Load on mains Engine fails to start  
Emergency stop battery charger.  
The AMF Panel of following capacity

(a) AMF Control Panel for 100 KVA/125 KVA 3 phase DG Set

**34. Technical Specification for Item No. 34:**

This includes providing and erecting metallic vitrified danger notice board as per language suggested by engineer-in-charge for MEDIUM VOLTAGE installation to be erected as per IS-2551.

**35. Technical Specification for Item No. 35:**

This includes providing following type of Modular Type Accessories mounted with PVC / metallic/Wooden box, single mounting base frame covered with textured / metallic/white front plate, modules erected with necessary connections as per site situation directed by Engineer In charge.

(a) Blank Plate Single

**36. Technical Specification for Item No. 36:**

This includes providing and erecting approved make Earth fault Relay suitable to mount with inter connection suitable to following size of moulded case circuit breaker having CT ratio & MCCB rating as following along with shunt trip 220V AC with all internal connections & complete erected in existing M.S. housing.

(a) 125 A -200 A , CT Ratio 1/200

**37. Technical Specification for Item No. 37:**

This includes providing and erecting XLPE(IS:7098)(I)-88 ISI armoured cable multistrand Aluminium conductor for 1.1 KV to be laid on wall with necessary clamps or in existing trench / pipe of following size of cables.

(a) 4 core X 4 Sq. mm

(b) 4 core X 6 Sq. mm

(c) 4 core 16 Sq. mm

(d) 4 core X 35 Sq. mm

(e) 4 core X 120 Sq. mm

**38. Technical Specification for Item No. 38:**

This includes Providing and, fixing heavy duty flange type brass cable gland with rubber ring for PVC insulated armoured cable complete with out going tails, insulating tape etc for following size of cables.

(a) 4 core X 4 Sq. mm

(b) 4 core X 6 Sq. mm

(c) 4 core X 16 Sq. mm

(d) 4 core X 35 Sq. mm

(e) 4 core X 120 Sq. mm

**39. Technical Specification for Item No. 39:**

This includes solderless crimping type Aluminium lugs conforming to IS suitable for cable of following size evenly crimped with high pressure tool & connected to switchgear terminals with brass/cadmium plated nut bolts in an approved manner.

- (a) 1.5/ 2.5/4/6 Sq.mm
- (b) 16/25 Sq.mm.
- (c) 35/50 Sq.mm.
- (d) 120 Sq.mm.

**40. Technical Specification for Item No. 40:**

This includes Supplying & erecting earth pit of minimum bore dia.150mm size approved make Earthing Electrode consisting Pipe-in-Pipe Technology as per IS 3043-1987 made of corrosion free hot dipped G.I. Pipes having Outer pipe dia of 50mm having 80-200 Micron galvanising, Inner pipe dia of 25 mm having 200-250 Micron galvanising, connection terminal dia of 12mm with constant ohmic value surrounded by highly conductive compound with high charge dissipation suitable for following type of applications with chamber and heavy duty cover.

- (a) Approved make OEM has to submit test certificate including value of earth resistance of installation duly stamped and signed by agency and officer Incharge has to ensure the value of earthing resistance mentioned in test Certificate & having back filling compound of
- (b) Inner chemical (CCM Compound)- Resistivity:- 0.2 ohm / meter testing as per IEC 62561-2017, Voltage drop:< 1 volt at no load & dry form, Sulphur content: <2%
- (c) Back fill Compound :- Earthing compound should be capable to retain moisture for long time Necessary test report must be submitted by Agency.
- (d) For Electrical Installation covering Transformer Neutrals, Lightning arrester Earthing, A.C.Plant & Sensitive Computer System (like Automation, SCADA) i.e independent Earthing in normal soil. Length of Pipe : 3.00 mtrs Back filling Compound :2 nos Bags of 25 Kg.

**41. Technical Specification for Item No. 41:**

This includes providing and erecting required size Copper strip for earthing of H.T. OCB / ACB/ Transformer, LT panel board, Motors etc. Using copper clamp.

**42. Technical Specification for Item No. 42:**

This includes providing and erecting Annealed bare Copper wire 8 to 16 SWG.

**43. Technical Specification for Item No. 43:**

This includes providing & erecting Approved make Power Saving 50 Watt Ceiling Fan with double ball bearing ISI mark with Condenser 230 volt A.C. 50 Hz 1200 mm sweep complete having 3 blades with aluminium blades with , canopy & 30 cm. down rod erected with earthing. (Make shall be approved by Engineer in charge).

**44. Technical Specification for Item No. 44:**

This includes supplying and erecting 19 / 20 mm. nominal bore Medium Class M.S. Pipe down rod erected duly painted for fan complete with proper insulation without leakage and earthing.

**45. Technical Specification for Item No. 45:**

This includes supplying & erecting fan hook box of 10 mm M.S. round bar bounded to the RCC bars up to 50mm length each side and pierced through a16 Gauge M.S. box / Heavy Duty PVC box complete erected concealed in Ceiling with necessary finishing.

**46. Technical Specification for Item No. 46:**

This includes Providing 2.5mm.thick laminated acrylic sheet to cover the fan hook or Fan box.

**47. Technical Specification for Item No. 47:**

This includes supplying and erecting approved make oscillating type bracket fan A.C. 230V. 50cy/s 400/450 mm sweep wall mounted with height adjustment and rotary tilting device complete with guard, flexible Core plug top complete erected with lead wires and as directed.

**48. Technical Specification for Item No. 48:**

This includes supplying & erecting approved make low noise decorative exhaust fan having square frame ABS body with inbuilt lowers & square frame 200mm with 1350RPM and as directed by Engineer-in-charge.

**49. Technical Specification for Item No. 49:**

This includes providing recess in wall or window frame suitable for erection of Exhaust fan complete with plastering and colour washing to match the colour of the wall or window complete with expanded metal in order to render the fitting in accessible and the room water-proof.

**50. Technical Specification for Item No. 50:**

This includes supplying & erecting Stylish Exhaust fan for ceiling/ Roof Mounting with Automatic shutter to prevent foreign objects from entering High Suction: Powerful 100% copper motor ensures robust performance; Corrosion protection with rust proof body and blades Technical Specifications- Duct Size- 4 inch (100MM) / Cutout Size 8 Inch. (204MM X 204MM). 2000 RPM, 49 Watts Suitable for Kitchen, Bathroom. Office, Shop, Living Room 2 Year Limited Warranty You can easily get rid of bad odors, smokes, and fumes with the HEWA Exhaust Fan. It is made with a rust-proof body and blades to ensure durability and longevity. Made with top quality materials, craftsmanship and engineering, the HEWA Ventilation Fan is designed to offer superior ventilation in any space you choose to install to

keep your living space cooler and more comfortable year-round while reducing expensive cooling bills.

**51. Technical Specification for Item No. 51:**

This includes supplying and erecting LED indoor fittings with LEDs of wattage 0.2 Watt to 0.5 Watt assembled on single MCPCB, with housing used as a heat sink shall be made of thick sheet Steel conforming to IS: 513/CRCA/aluminium pressure die cast powder coated and high U.V. & corrosion resistance with diffuser housed in aluminium casted body with company mark/name 160V to 270V, Power Factor more than 0.95, THD < 15 %, CCT 3000 K to 6500K, Luminaire efficacy > 85 lumens/watt, LED driver efficiency > 85 % (fitting required LM-79 & LM-80 Certificates)(NOTE: Below description have shown ranges of Wattage capacity of LED fittings. The Engineer-in-charge may select any wattage capacity between the ranges shown.) and as directed by Engineer-in-charge.

- (a) Square/ Circular shaped Surface/Recessed Mount Downlight with provision for spring loaded mounting clips complete IP20
  - (i) 16-20 watts, Surge-2 KV

**52. Technical Specification for Item No. 52:**

This includes supply & erecting Profile Light 5 Meter is a flexible and adaptable lighting system that offers a wide range of lighting possibilities for various settings High-Quality Illumination: With its advanced LED technology, the Profile Light delivers bright and uniform lighting (900 lumens/meter), ensuring excellent visibility and enhancing the overall atmosphere Easy Installation: The Profile Light features a user-friendly design that facilitates quick and hassle-free installation. It comes with super adhesive for easy and worry free installation Flexible Length: With a length of 5 meters, this lighting system can be easily adjusted and cut to fit different spaces, making it suitable for a variety of applications Wide Applications: The versatile nature of the Philips Profile Light makes it suitable for numerous applications, including residential spaces, commercial establishments, hospitality venues, and more.

**53. Technical Specification for Item No. 53:**

This includes Supplying & erecting Light Chandelier for Double Height area can be Customized as per Requirement.

**54. Technical Specification for Item No. 54:**

This includes supplying & erecting Approved make call bell indicator with buzzing sound and Red light indicating lamp with Red light button to attend the call suitable for 240 v 50 c/s supply to be erected.

**55. Technical Specification for Item No. 55:**

This includes providing & erecting water cooler having storage capacity 150 Ltr. & cooling capacity 150 Ltr. per hour @ an ambient temp of 45° C. The outlet temp. of the water should drop by 15°C within a hour, The water cooler should be comprising of hermetically sealed compressor, fan motor, condensing unit, water tank surrounded by evaporating, coil, thermostats, relay etc. complete with necessary inlet & outlet connection. The body of water cooler will be made from Stainless Steel.

**56. Technical Specification for Item No. 56:**

This includes Supplying submersible pump set suitable for bore of 100 mm. dia. or more having three phase motor capacity not more than 5 H.P. with following capacity and as directed by Engineer-in-charge.

(A) (16 stage) 140 to 180 LPM discharge at 96 to 69 mtrs. head respectively suitable for 50mm dia. delivery pipe and as directed by Engineer-in-charge.

**57. Technical Specification for Item No. 57:**

This includes providing and erecting ISI marked PVC insulated PVC Sheathed Flat flexible Submersible copper cable approved make of following Size.

(a) 3 Core x 4 Sq. mm

**58. Technical Specification for Item No. 58:**

This includes providing & erecting open well horizontal mono block pump set with cast iron body, complete for three phase submersible motor having

(a) 1 H.P. single phase open well motor pump set suitable for 185 LPM discharge @ 25 mtr. head, suitable for 32 mm dia. Delivery pipe with control panel and as directed by Engineer-in-charge.

**59. Technical Specification for Item No. 59:**

This includes providing & erecting open well horizontal mono block pump set with cast iron body, complete for three phase submersible motor having

(a) For 3 HP 3 phase open well horizontal mono block pump set suitable for 85 LPM to 270 LPM @ 11 mtr to 33 mtr head suitable for 50/65 mm dia delivery pipe and as directed by Engineer-in-charge.

**60. Technical Specification for Item No. 60:**

This includes supplying & erecting approved make Automatic liquid level controller 6A. with sensor testing as per instruction of Engineer in charge on site complete with wiring connection with existing wires, with copper conductor from pump to upper and lower tank.

**61. Technical Specification for Item No. 61:**

This includes supplying & erecting approved make motor control cubical panel [Star delta] made from 16G CRCA sheet duly epoxy powder painted inside and outside with hinged doors and locking with suitable size of ON - OFF isolator (AC 3 / 23 duty) main fuses. Digital

volt and current meter (in a single unit) with micro controller based control unit and current sensing single phasing preventer electronic overload protection, over voltage (Programmable) protection and under voltage (Programmable) protection, prod less dry run protection programming facility for setting of all parameter like overload current, high voltage limit, low voltage limit, dry run limit with digital indication on seven segment LED display for any fault like over load, high voltage, low voltage, dry running single crimped, electronic star delta timer, feather touch start / stop push buttons to be erected on angle iron frame. Grouted on wall the contactors will be of L& T, Siemens, BCH make only)

(a) DOL up to 5.0 H.P.

**62. Technical Specification for Item No. 62:**

This includes supplying and erecting approved make Conical Pole (Medium Duty) Made from HR sheet steel. The pole should be made as per IS. and shall be coated with hot dip galvanizing as per IS 2629/2633/4759, with required base plate and integral Junction box consist of terminal plate of min 6mm Hylam sheet, standard profile 35mmX7.5mm Din-Rail for MCB Mounting, stud type terminal and arrangement for cable terminations as erected on suitable foundation (included) with necessary GI nut-bolts/J-Bolts. as per details given by manufacturer considering site requirement. The length of poles are as below.

(a) 5 Mtr. Long 70 mm Top X 145 mm bottom dia, 3 mm thickness.

**63. Technical Specification for Item No. 63:**

This includes providing 1:2:4 cement concrete foundation & 70 % PCC from bottom including excavation for the pole of size 45 x 45 x 100 cm. Deep in below ground level with plinth of 45 cm x 45 cm (or 45 cm dia x 45 cm) high upper ground level with necessary curing and finishing in approved manner.

(for 4 & 6 mtr pole)

**64. Technical Specification for Item No. 64:**

This includes providing and erecting street light pole bracket comprising main B Class MS pipe of 4.2 cm/require outside dia. complete with suitable B Class M.S. sleeve tubing of approx. 45cms.length and suitable for 76.5 mm / 80mm. / require size pole top having sufficient fasteners for fixing the brackets and having spread of 1 mtr. length with suitable rise as per site condition & suitable welded stiffener reducer and nipple with check nut complete painted with one coat of Red oxide / PU base primer and two coats of Aluminium / PU paint. paint with following nos of arms.

(a) Single Arm bracket 1 Mtr

**65. Technical Specification for Item No. 65:**

This includes supplying & erecting approved make SMC press moulded composite FRP. loop-in, loop- out approx. 2mm thick box complete with Bakelite connector strip 5way(3P+N+E),DIN rail for mounting mob & hinged doors as per requirement having

locking arrangements with mounting clamp with nuts, bolts & washers suitable for erection on pole with cable clamps & earth bolt of following size of box.

(a) 300mm x 200mm x 100mm [deep]

**66. Technical Specification for Item No. 66:**

This includes supplying and erecting LED street light / Flood light fittings with High power White LEDs wattage of 3 Watt and above assembled on single MCPCB, efficiency more than 130 lm/w and corrosion free High pressure die cast aluminium housing with smooth finish powder coated and heat sink extruded aluminium with diffuser and Polycarbonate optics/ lenses, with toughened glass with company mark/name engraved or embossed 160 to 270 V, Power Factor more than 0.95, THD < 10 %, CCT 3000 K to 5700K, Uniformity ratio >0.45, Luminaire efficacy > 100 lumens/watt LED driver efficiency > 85 %.(fittings required LM-79 & LM-80 certificates).

(NOTE: Below description have shown ranges of Wattage capacity of LED fittings. The Engineer incharge may select any wattage capacity between the ranges shown.)

(a) Street Light (IP-65), Surge protection -4KV integral and ,Light must have 440VAC linesupply with over-voltage protection.

(i) above 36 to 48 watts and as directed by Engineer-in-charge

**67. Technical Specification for Item No. 67:**

This includes providing and fixing Terminal board of size 5.0 x 127 x 152.4 mm bakelite sheet with suitable brass studs with nuts, washers and clamps of size 25mm x 3mm suitable for pole painted with one coat of red lead paint.

**68. Technical Specification for Item No. 68:**

This includes supplying & erecting approved make Digital time switch having lithium cell 6 years operative and operate battery backup 1 channel day clock with 14 memory programme, suitable to operate on 240V + 5%, 16A with, floating contacts Minimum switching setup time 1 minimum & LCD display. Also comprised permanent ON/OFF switching. Programming switches & housed in fire proof thermoplastic enclosure & transparent cover erected as required with necessary connection erected as directed.

**69. Technical Specification for Item No. 69:**

This includes supplying & erecting power contactor AC3 duty for time switch complete erected and as directed by Engineer-in-charge.

**(a) 2 pole 250V 32 Amp.**

**70. Technical Specification for Item No. 70:**

This includes supplying and erecting Flexible PVC insulated multi strand multi core 1.1 kv grade ISI marked copper wires of following size to be erected and as directed.

(a) 1.50 Sq.mm 3 core round PVC sheathed

**71. Technical Specification for Item No. 71:**

Supplying and erecting B class Galvanized iron pipe having smooth finished bore of the pipe on both ends erected nuts and bolts along the pole / wall shaping the pipe as per site requirement. Pipe dia as following.

(a) 40 mm dia.

**72. Technical Specification for Item No. 72:**

This includes providing and erecting Pipe type earthing with 40 mm dia 2.5 mtr long 'B' grade G.I. pipe with necessary coupling buch buried in specially prepared earth pit & G.I. earth wire of 8 SWG erected & connected as directed (For panel)  
For using salt and charcoal / coke as required for pipe type earthing.

**73. Technical Specification for Item No. 73:**

This includes providing & laying approved make Double walled corrugated pipes (DWC) of polyethylene(conforming to IS 14930 II )with necessary connecting accessories of same material at required depth in existing trench for laying of cable below ground / road surface for enclosing cable.

(a) 50 mm outer dia

**74. Technical Specification for Item No. 74:**

This includes providing & erecting 240 V MCB double pole switch for lighting Load (B Curve) having 10 KA breaking capacity & conforms to IS : 8828 in existing box having following capacity and as directed by Engineer-in-charge.

(a) 6 to 32 Amp

**75. Technical Specification for Item No. 75:**

This includes making trench in Hard Murrum / Tar Road of suitable width of 90cm or required depth for laying any size of cable or locating the fault all over the run and back filling the same and making the surface as normal ground.

**76. Technical Specification for Item No. 76:**

This includes making trench in soft soil of suitable width of 90 cm deep for laying cable or locating the fault all over the run and back filling the same and making the surface as normal ground.

**Executive Engineer (Elect.)  
Deendayal Port Authority**

### **LIST OF APPROVED MAKE**

<b>Sr.No.</b>	<b>Description</b>	<b>Approved Brand</b>
<b>1.</b>	Paint, Primer,	Asian, ICI, Nerolac, BERGER.
<b>2.</b>	Putty	Birla, Asian
<b>3.</b>	Polish	MRF, Asian, ICI
<b>4.</b>	Hardware	Kitch, Durex, EPPW, Ebco, Palladium, Dorma
<b>5.</b>	Adhesive	Fevicol, Kitcol, Araldite, BAL
<b>6.</b>	Anchor fastener / bolts	Fischer Hilti
<b>7.</b>	Floor spring	Hemco, Hyper, Sterling, Godrej,
<b>8.</b>	Door closer	Efficient Gadget, Godrej,
<b>9.</b>	Aluminum sections	Jindal, Indal, ALU FAB, BALCO
<b>10.</b>	Aluminum Finish	25 micron colour anodized – contractor should provide the micron thickness measuring equipment at site throughout the work progress for checking the anodizing thickness, visibly should look uniform as per standards.
<b>11.</b>	All Aluminum anodised fittings	EP & PW or equivalent
<b>12.</b>	SANITARY WARES	CERA,DURAVIT,AMERICAN STANDARD,KOHLER
<b>13.</b>	CP FIXTURES AND ACCESSORIES	1) JAQUAR 2) HANSGROHE 3) GROHE 4) PARRYWARE – ROCA 5) AMERICAN STANDARD 6) KOHLER 7) ESCO
<b>14.</b>	GI PIPES	1) TATA 2) JINDAL
<b>15.</b>	APVC & CPVC PIPES & FITTINGS	1) FINOLEX 2) SUPREME 3) PRINCE 4) ASTRAL 5) ASHIRWAD
<b>16.</b>	STONEWARE PIPES AND FITTINGS	1) APPROVED MAKE ISI
<b>17.</b>	SS SINK	1) AMC 2) KRISHNA 3) NIRALI 4) FRANKE 5) JAYNA
<b>18.</b>	CEMENT	OPC/PPC Ambuja, Ultratech, Birla Plus, Sanghi,
<b>19.</b>	White Cement	Birla, J. K.
<b>20.</b>	TMT – Fe-500 D Ribbed bars	TATA, SAIL, VIZAG.
<b>21.</b>	Structural Rolled Steel sections – beams, channels, tee, flats, angles, bars, (round, square, hexagonal)	SAIL, RINL, JINDAL, ESSAR
<b>22.</b>	Structural Hollow steel sections (Square and Rectangular)	SAIL, Asian or equivalent
<b>23.</b>	Structural tubular sections	Tata, Sail, Asian

24.	Coarse Aggregates 6 mm to 40 mm sizes	Approved quarry by EIC
25.	Stone Rubbles & Garvels	Approved Quarry by EIC
26.	Shuttering plywood	Kitply, Anchor, Green, Pragati or equivalent
27.	Marine Grade plywood IS-710	Green, Kitply, Duro, Century, Anchor
28.	Commercial plywood – IS – 303	Green, Kitply, Duro, Century, Anchor
29.	Decorative ply (Veneer)	Green, Century, Kalachandra, Archid
30.	Prelam particle board	Novapan, Bhutan
31.	Laminate sheet(1MM,1.5MM)	BLOOM MICA, CENTURY MICA, TIMEX MICA, CPL
32.	Cement bonded particle board	NCL (Bison board), Everest (Eternite), SHERA,ECO PRO.
33.	Calcium silicate board	Hilux
34.	Flush door – decorative / non decorative	Green, Anchor, Century
35.	Locks	Godrej, EPPW, Dorset,
36.	Float Glass/Mirror/Wired Glass	Modi Guard, Saint gobain, Ashahi
37.	Tiles	Kajaria, Nitco, Asian,
38.	Construction chemicals	Fosroc, M.C. Bauchemie, Fosroc, Pidilite, BAL, Krishna
39.	Bricks	NR/NK (Ahmedabad)
40	Adhesive	Fevicol Blue Coat
41	Carpet Flooring	DIVINE, HERTITAG, UNITEX, ECOSOFT
42	GLASSDOOR HARDWARE & FITTING	5M,DORMA,HETTICH,ENOX
43	VINEER	CENTURY, TIMEX, ENGINEER
44	GYPSUM BOARD FALSE CEILING	SAINT GOBAIN-GYPROC, USG BORAL, KNAUFF
45	GRID CEILING-LIGHT WEIGHT CALCIUM SILICATE BOARD	AERLITE, RAMCO, ARMSTRONG
46	FABRIC	D DÉCOR, RESPONSE, VEROSOLO, OPERA.
47	WOOD BLINDS	VISTA, HUNTERDUGLUS, FARRARI
48	GLASS FILM	3M, AVERY,LG
49	GLASSWOOL/SYNTHWOOL	ABSORB WOOL, ROCKWOOL
50	PROFILE HANDLES	5M, KITCH, DORMA, ENOX,HETTICH, EBCO
51	DOOR HARDWARE & ACCESSORIES	5M, KITCH, DORMA, ENOX,HETTICH, EBCO
52	ACRYLIC POLYMER PLUS ALUMINA TRIHYDRATE (CORIAN)	SAMSUNG LOTTE, DU PONT, MARINO, LG
53	TEAK WOOD	Secound Class quality Indian Teak.

**Note:- All the materials/makes listed above and other than as specified above shall be ordered and used after obtaining prior approval from the Engineer-in-charge.**

<b>Make List for Electrical Items</b>		
<b>Sr. No.</b>	<b>Description</b>	<b>Recommended Makes</b>
1	HV VCB	SIEMENS / CROMPTON GREAVES/ABB/Schneider
1(a)	HV Gas Insulated Breakers	SIEMENS /Schneider/ABB
2	POWER TRANSFORMERS	VOLTAMP/CROMPTON GREAVES /BHARAT BIJLEE/ BHEL/ SIEMENS/ABB/ Schneider/T&R
3	DISTRIBUTION TRANSFORMERS	EMCO/KIRLOSKAR/PATSON/VOLTAMP/ ABB/Schneider/T&R
4	RESIN CAST TRANSFORMERS	
	A) RESIN CAST IMPREGNATED	VOLTAMP / KIRLOSKAR / EMCO
	B) DRY CAST	VOLTAMP/KIRLOSKAR/EMCO
5	HT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/NICCO/GLOSTER/ UNISTAR/ UNIVERSAL
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ NICCO/ RALLISON/ PRIMECAB/ HAVELLS/ UNIVERSAL/ UNISTAR/ AVOCAB
7	LT ACB	SIEMENS/L&T/SCHNEIDER/C&S
8	PROTECTION RELAYS	AREVA/L&T/SIEMENS/ABB/C&S
9	LT PANEL	CPRI APPROVED
10	CHANGE OVER SWITCH	SIEMENS /L&T/ ABB/C&S/ SCHNIDER/ LEGRAND / INDOASIAN
11	SFU FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB/C&S
12	SFU FOR DISTRIBUTION PANELS & FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/HAVELLS

13	MCCB FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/L&T/ABB
14	MCCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNIDER/ LEGRAND/ INDOASIAN/HAVELLS
15	MCB/ELCB/RCCB/ RCCBO FOR MAIN LT DISTRIBUTION PANELS	SIEMENS/HAGER L&T/ABB

16	MCB FOR DISTRIBUTION PANELS AND FEEDER PILLERS	SIEMENS/L&T/ABB/C&S/ SCHNEIDER/ LEGRAND/ INDOASIAN/ HAVELLS/ STANDARD
17	MCB DISTRIBUTION BOARD	STANDARD / HENSEL/LEGRAND / INDOASIAN / HAVELLS
18	MULTI FUNCTION DIGITAL METER FOR MAIN LT DISTRIBUTION PANELS/DIGITAL KWH METERS	L&T/ENERCON/SECURE/L&G/ RISHABH
19	ANALOG VOLT/AMPARE METER FOR DISTRIBUTION PANELS AND FEEDER PILLERS	RISHABH/AE/ENERCON/L&T
20	SELECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	RRKABEL/KEI/POLYCAB/MILEX/GUJCAB/ STANDARD/ FINOLEX/ ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY/PAN AMA/HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS/ INDOASIAN/ SIEMENS
27	PVC CONDUIT/OVAL CONDUIT & CASSING CAPPING AND ACCESSORIES	PRECISION/VULCAN/FINOLEX/ GARWARE/ RESTOPLAST/ SWASTIK/ BPI

28	GLS LAMPS & FLUORESCENT LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
29	HPSV, HPMV & METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
30	IGNITORS FOR HPSV, METAL HELIDE LAMPS	PHILIPS / BAJAJ / WIPRO / CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31	LUMINARIES	PHILIPS/BAJAJ/WIPRO/CROMPTON GREAVES / OSRAM / SURYA ROSHNI /GE
31a	LED Luminaries	Philips / Bajaj /Wipro /CG /Surya /Pyrotech /Syska /Nessa having surge Protection $\geq 10KV$ for fittings & internal Surge protection for Driver of $\geq 4KV$ , LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/Nicia with LM-79,80 CERTIFICATION
32	CEILING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
33	WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
34	EXHUAST FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
35	HEAVY DUTY INDUSTRIAL WALL MOUNTING FANS	BAJAJ/ORIENT/USHA/CROMPTON GREAVES / ALMONARD/GEC
36	WATER COOLER	VOLTAS/SHRIRAM USHA/BLUE STAR
37	AIR CONDITIONERS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/ONIDA
38	REFRIGERATORS	VOLTAS/CARRIER/BLUESTAR/USHA/ HITACHI/LG/ SAMSUNG/WHIRLPOOL
39	VOLTAGE STABILIZER	VEELINE / CAPRI
40	INVERTERS	SUKAM / MICROTEK

41	D.G. SETS  A) ENGINE  B) ALTERNATOR	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR/ ASHOK LEYLAND/VOLVO  STAMFORD/CROMPTON GREAVES /JYOTI/ KIRLOSKAR ELECTRIC
42	ELECTRIC MOTOR	ALSTOM/CROMPTON GREAVES /SIEMENS/ KIRLOSKAR/ABB
43	WATER PUMPS	SWASTIK / KSB
44	WATER GEYSER	BAJAJ/USHA / CROMPTON GREAVES / SPHEREHOT / RACOLD
45	LUGS & CABLE GLANDS	DOWELLS / JAINSON / BRACO
46	HIGH MAST / OCTAGONAL POLE	PHILIPS / BAJAJ / CROMPTON GREAVES / UTKARSH / AMBICA / IMPRESSION EQUIPMENT / VENTURA / TRANSRAIL / JETCOTECH / UNITED AGENCIES / R.R. ISPAT

**Signature & Seal  
of Contractor**

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

## **SECTION 6**

### **FORMS OF SECURITIES AND OTHER FORMATS**

Acceptable forms of securities are annexed. Bidders should not complete the performance and advance payment security forms at this time. Only the successful bidder will be required to provide performance and advance payment securities in accordance with one of the forms, or in a similar form acceptable to the employer.

**BANK GUARANTEE**  
**SPECIMEN BANK GUARANTEE SECURITY DEPOSIT**

(To be executed on Rs.300/- or appropriate value of non-judicial Stamp Paper)

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Deendayal Port Authority [insert name of port] incorporated by the Major Port Trusts Act , 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to \_\_\_\_\_(hereinafter called the "contractor")

(Name of the contractor/s)

under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

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, \_\_\_\_\_, do hereby  
(Name of Bank) (Name of Branch)

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

3. We, \_\_\_\_\_, undertake to pay to the  
(Name of Bank and Branch)

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, \_\_\_\_\_ further agree with the Board that the  
(Name of Bank and Branch)

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 be 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, \_\_\_\_\_ further agree with the Board that the (Name of Bank and Branch) 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).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name) Signature

## **SPECIMEN BANK GUARANTEE FOR ADVANCE PAYMENT**

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

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instruction indicated]

In consideration of the Board of Trustees of the Port of [insert name of port] incorporated by the Major Port Trusts Act , 1963 as amended by Major Port Trust (Amendment) Act 1974 (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 Trustees of the port of [insert name of port], its successors and assigns) having agreed to release advance payment to (hereinafter called the "contractor")

(Name of the contractor/s)

from the demand under the terms and condition of the contract, vide from the demand under the condition of the contract, vide \_\_\_\_\_'s letter No \_\_\_\_\_

(Name of the Department)

Date \_\_\_\_\_ made between the contractors and the Board for execution of

\_\_\_\_\_ covered under Tender No. \_\_\_\_\_  
\_\_\_\_\_ dated \_\_\_\_\_ (herein after called "the said contract") for the payment of Advance Payment in cash or Lodgement 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, \_\_\_\_\_, do  
hereby (Name of Bank) (Name of Branch)

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

- 3 We, \_\_\_\_\_, undertake to pay to  
the (Name of Bank and Branch)  
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, \_\_\_\_\_ further agree with the Board that  
the (Name of Bank and Branch)  
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 be 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, \_\_\_\_\_ further agree with the Board  
that the (Name of Bank and Branch)  
Board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said Contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said Contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to the contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the board to the Contractors or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
7. It is also hereby agreed that the Courts in [**insert city**] 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).”

Date \_\_\_\_\_ day of \_\_\_\_\_ 20

For (Name of Bank)

(Name)

Signature

**DISPUTES REVIEW BOARD AGREEMENT**

(To be executed on Rs. 300/- or appropriate value of non-judicial Stamp Paper)

THIS AGREEMENT, made and entered into this ..... Day of .....20 ..... Between ..... (“the Employer/ Board”) and ..... (“the contractor”), and the Disputes Review Board (“the DRBoard“) consisting of one/three DRBoard Members, (Members from either party, i.e. contractor and Employer/Board)

(1)

.....(2)

.....(3)

.....

[Note: Delete whatever is not applicable]

WITNESSETH, that

WHEREAS, the Employer/Board and the contractor have contracted for the execution of ..... Project name) ..... (the “contract”) and WHEREAS, the contract provides for the establishment and operation of the DRBoard NOW THEREFORE, the parties hereto agree as follows:

1 .The parties agree to the establishment and operation of the DRBoard in accordance with this DRBoard Agreement.

- 1. Expect for providing the services required hereunder, the DRBoard Members should not give any advice to either party or to the Nodal Officer or his nominee concerning conduct of the works.

The DRBoard Members:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee, or a financial interest in the contract, except for payment for services on the DRBoard.

- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DRBoard.
  - (c) Shall have disclosed in writing to the parties prior to signature of this Agreement any all recent or close professional or personal relationships with any director, officer, or employee of any party to the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;
  - (d) Shall not, while a DRBoard Member be employed whether as a consultant or otherwise by either arty to the contract, or the Nodal Officer or his nominee, expect as a DRBoard Member.
  - (e) Shall not, while a DRBoard Member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DRBoard Members.
  - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the contractor to question the continued existing of the impartiality and independence required of DRBoard Members.
3. Except for its participation in the DRBoard activities as provided in the contract and in this Agreement none of the Employer / Board, the contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the contractor to question the continued existence of the impartiality and independence required of DRBoard Members.
4. The contractor shall:

- a) Furnish to each DRBoard Member one copy of all document which the DRBoard may request including contract document, progress report, variation orders, and other document, pertinent to the performance of the contract.
  - b) In co-operation with the Employer/Board, co-ordinate the site visits of the DRBoard, including conference facilities and secretarial and copying services.
5. The DRBoard shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over certificate and the DRBoard's issuance of its Recommendation on all disputes referred to it.
  6. DRBoard Member, shall not assign or subcontract any of their work under this Agreement.
  7. The DRBoard Members are independent and not employees or agents of either the Employer/Board or the Contractor.
  8. The DRBoard Members are absolved of any personal or professional liability arising from the activities and the Recommendations of the DRBoard.
  9. Fees and expenses of the DRBard Member[s] shall be agreed to and shared equally by the Employer/Board and the Contractor. If the DRBoard requires special services, such as accounting, data research and the like, both the parties must agree and cost shall be shared by them as mutual agree.
10. DR Board's site visit:
    - a. The DR Board shall visit the site and meet with representative of the Employer/Both and the contractor and the nodal officer are his nominee at regular intervals, at times of critical construction events, and at the return request of either party. The timing of site filing agreement shall be fixed by the DRBoard
    - b. Site meeting shall consist of an informal discussion of the status construction of the works followed by an inspection of the work,

both attended by personal from the employer/Board, the contractor and the nodal officer or his nominee

- c. If request by either parties or the DR Board, the employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the nodal officer or his nominee.

11. Procedure for disputes referred to the DRBoard:

- a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee starting that it is given pursuant to clause [number] and starting clearly and in detail the basis of the dispute.
- b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
- c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DRBoard either party may refer the dispute to the DRBoard by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee starting that it is made pursuant to [insert relevant clause no.]
- d) The Request for recommendation shall state clearly and detail the specific issues of the dispute to be considered by the DRBoard.
- e) When a dispute is referred to the DRBoard, and the DRBoard is satisfied that the dispute requires the DRBoard's assistance, the DRBoard shall decide when to conduct a hearing on dispute. The DRBoard may request that written documentation and arguments from both parties be submitted to each DRBoard Members before the hearing begins. The parties shall submit insofar as possible agreed statements of the relevant facts.

- f) During the hearing, the contractor, the Employer/ Board, the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

The DRBoard's Recommendation for resolution of the dispute will be given in writing, to the Employer/ Board, the contractor and the Nodal Officer or his nominee as soon as possible, and in any event not more than 28 days after the DRBoard's final hearing on the dispute.

**12. Conduct of Hearing:**

- a) Normally hearing will be conducted at the sites, but any location that would be more convenient and still provide all required facilities and access to necessary documentation may be utilized by the DRBoard. Private sessions of the DRBoard may be held at any location convenient to the DRBoard.
- b) The Employer/ Board, the Nodal Officer or his nominee and contractor shall have representatives at all hearing.
- c) During the hearing, no DRBoard Member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DRBoard shall meet privately to formulate its Recommendation. All DRBoard deliberation shall be conducted in private, with all individual views kept strictly confidential. The DRBoard's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and the Nodal Officer or his nominee. The pertinent contract provision, applicable laws and regulations, and the facts and circumstances involved in the dispute.

The DRBoard shall make every effort to reach a unanimous Recommendation. If this proves impossible, the majority shall decide, and the dissenting member may prepare a written minority report for submission to both parties.

[Notes: Delete if it is one member DRBoard]

13 If during the contract period, the Employer/ Board and the contractor are of the opinion that the Disputes Review Board is not performing its function properly, the Employer/ Board and the contractor may together disband the Disputes Review Board. In such an event, the disputes shall be referred to Arbitration straightaway.

The Employer/Board and the contractor shall jointly sign a notice specifying that the DRBoard shall stand disbanded with effect from the date specified in the notice. The notice shall be posted by a registered letter with AD or delivery of the letter, even if he refuses to do so.-

**SPECIMEN FORMAT FOR DECLARATION**

*(To be executed on bidder's letter head)*

To

\_\_\_\_\_   
 (Project Title)

Ref:

\_\_\_\_\_

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the submission of 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 or joint venture 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 evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the printed tender document No. \_\_\_ is full and final for all legal/contractual obligations (delete if not required).

Date:

Place:

Name of the Applicant:

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

Represented by (Name & Capacity)

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

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

(To be executed on Bank's Letter Head)

Date:

To,  
The Board of Trustees of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_

for Rs. \_\_\_\_\_ Favours  
yourselves

issued on a/c of  
M/s. \_\_\_\_\_  
(Name of contractor)

.....

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

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

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

(To be executed on Rs.300/- or appropriate value of non Judicial Stamp Paper)

To  
The (PORT Address)

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 against tender no----- 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

**PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT**  
**(To be submitted on Non-judicial Stamp Paper of appropriate value)**

This Joint Venture /Consortium Agreement is made and entered into on this ..... day of .....20... by and between (i) M/s ..... **Name of the firm to be filled-in**....., (ii) M/s.....(**Name of the firm to be filled-in**)....., primarily for the work under the Deendayal Port Authority.

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

**1. Formation of Joint Venture/Consortium**

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

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

(iii) .....

1.2. On behalf of Board of Trustees of Deendayal Port (hereinafter referred to as Employer), the (Designation of HOD), Deendayal Port Authority has invited bids from the experienced, resourceful and bonafied Contractor with proven technical and financial capabilities of executing the work (**Name of work**).

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

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

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

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

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as hereinafter provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (**.....Name of JV/Consortium to be filled in.....**) and the Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

- (i) **M/s..... (Name of the partner to be filled-in) - .....**
- (ii) **M/s..... (Name of the partner to be filled-in) - .....**
- (iii) .....

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (**.....Name of Partner to be filled-in.....**) shall carry out the following works :- .....

c) (**.....Name of Partner to be filled-in.....**) shall carry out the following Works:- .....

d) .....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the Board of Deendayal Port Authority for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV/Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s)of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port Authority shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the .....day of.....20...

(i) Signature Name

Designation seal &  
Common seal of the firm

(ii) Signature Name

Designation seal  
&  
Common seal of the firm

Witness1

Witness2

**PROFORMA OF POWER-OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM  
(To be submitted on Non-judicial Stamp Paper of appropriate value)**

By this Power-of-Attorney **executed** on **this** ....day of .....(month) of 20..., we,

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

.....hereby jointly authorize and agree the Lead Partner, M/s (... *Name of the lead partner to be filled in*.....), (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of (....*Name of work*... ) exclusively through Lead Partner.

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

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

.....  
.....

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

## **STAGE PAYMENT**

(To be executed on Rs.100/- non-judicial Stamp paper)

[The Bank as requested by the successful Tender, shall fill in this form in accordance with the instruction indicated.]

Date:[insert date (as day, month, and year) of Tender Submission ]

[Banks letterhead]

Beneficiary: [insert legal name and address of port]

Stage PAYMENT GUARANTEE No.: [insert stage payment Guarantee no.]

We [insert legal name and address of bank], have been informed that [insert complete name and address of contractor] (hereinafter called "the contractor") has entered into contract No. [Insert number] dated [insert data of agreement] with you, for execution of works viz., [insert title of contract] (hereinafter called "the contract").

Furthermore, we undertake that, according to the condition of the contract, an advance is to be made against an advance payment guarantee.

At the request of the contractor, we hereby irrevocable undertake to pay you any sum or sums not exceeding in total an amount of [insert amount(s) in figures and words] upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligation under the contract because the contractor has been paid the stage payment in realization of his invoice no. ----- dated ----- towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account [insert number and domicile of the account] and that the contractor failed to execute the contract as per the contract.

This Guarantee shall remain valid and in full effect from the date of the stage payment received by the contractor under the contract until [insert date].

---

[signature(s) of authorized representative(s) of the bank]

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

The bank shall insert the amount(s) specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the contract or a freely convertible currency acceptable to the Employer.

Insert the completion/ schedule data stipulated in the Contract Delivery Schedule. The Employer should note that in the event of an extension of an extension of the time to perform the contract, the Employer would need to request an extension of this Guarantee from the bank. Such request must be in writing and must be made prior to the expiration data established in the Guarantee. In preparing this Guarantee, the Employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend his Guarantee for a period not exceeding [six month]/[one year] at a time, in response to the Employer's written request for such extension, such request to be presented to be presented to us before the expiry of the Guarantee."

### Specimen EMD (Bank Guarantee Format)

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

\_\_\_\_\_ (Bank's name and address of Issuing Branch or Office) Beneficiary:

\_\_\_\_\_ (Name and Address of Employer/Board) Board of Deendayal Port Authority

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

Tender Guarantee No.: \_\_\_\_\_

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD. At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

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

This guarantee will expire unless otherwise extended or informed by the Employer/Board: **(a)** If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or **(b)**If the Tenderer is not the successful Tenderer, upon the earlier of **(i)** Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or **(ii)** Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof; Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

\_\_\_\_\_ [Signature(s)] [Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

**INTEGRITY PACT**

**Between**

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

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

**Preamble**

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

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

**Section 1 - Commitments of the Principal**

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

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

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to

restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (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. 7-20).

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

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

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

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company

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

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

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

- (1) In case of a Joint Venture, all the partners of the Joint Venture 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 recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / Contactor. The parties offer to the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

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

**Section 9 - Pact Duration**

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

**Section 10 - Other Provisions**

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

*Chelan* 05/11/2024  
 \_\_\_\_\_  
 (For & on behalf of the Principal)

Executive Engineer (Project)  
 Deendayal Port Authority  
 (Office Seal)  
 अग्निशक्ती आयोग (रिजिस्ट्रार)  
 दीनदयाल मंडल प्राधिकरण

Signature of Witness:  
 (Name & Address)

*Chelan Kumarijya*  
 XEN(C)  
 \_\_\_\_\_  
 \_\_\_\_\_

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

(Office Seal)

Signature of Witness:  
 (Name & Address)

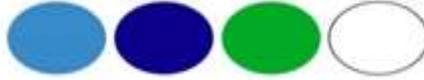
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Place : Gandhidham  
 Date : 05/11/2024

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



-- DEENDAYAL PORT AUTHORITY --  
दीनदयाल पत्तन प्राधिकरण



**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 Division

The 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 Wilful 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.

X-X-X-X

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS**  
**(On Bidders Letter head)**

Bid Security Declaration Form  
Date: \_\_\_\_\_ Tender No. \_\_\_\_\_

To (insert complete name and address of the Employer/ Purchaser)  
I/We. The undersigned, declare that:

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

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

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

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

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)  
Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)  
Dated on \_\_\_\_\_ day of \_\_\_\_\_ (insert date of signing)

**Corporate Seal (where appropriate)**

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

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Bank Payment Agreement Form : (to be collected from the Parties)

1. Name of Party :-
2. Account No. :-
3. Branch Name :-
4. IFSC Code of the Bank :-
5. MICR Code :-
6. 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 / Supply Order is concerned.

Signature of the Party  
With the seal

**EXCEPTIONS AND DEVIATIONS**

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

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

Note: however, the Bidders to note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, 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]

# DEENDAYAL PORT AUTHORITY



## BILL OF QUANTITY (SCHEDULE-B)

### Construction of New Seafarer Building at Kandla – Cargo Berth Area.

Executive Engineer (P)

Project Division

2<sup>nd</sup> floor, Nirman Bhawan, Kandla -370210 Kutch District

Gujarat State India

Email: [kptprojectdivision@gmail.com](mailto:kptprojectdivision@gmail.com)