

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

DEENDAYAL PORT AUTHORITY



MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO. EL/WK/2849

Superintending Engineer (Electrical)

Electrical Division

Deendayal Port Authority

308, 2nd Floor,

Nirman Building,

New Kandla – 370 210.

Phone No. (02836) 270209/270342

Fax No. (02836) 270184/271010

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

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“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO. EL/WK/2849

Superintending Engineer (Electrical), DPA, New Kandla. Phone 02836-270209/270342 invites tender in Online E-tendering system for the work of **“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”** at the estimated cost of Rs. 1,53,33,332/- Tender Fees Rs. 5,900/- (incl. of GST) and EMD: ₹ 1,53,333/- (Rupees One lakh Fifty three thousand three hundred thirty three only) through online transfer in Punjab National Bank, Kandla Branch, a/c no.: 2177002100004628, IFSC Code: PUNB0217700. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 33125 & 25113 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration **Section-IX** in preliminary bid failing which the bid shall be considered non-responsive. Last date of downloading: 18/02/2025 up to 16:00 hrs. Last date and time of submission of E-tender only on website <https://tender.nprocure.com> : on 18/02/2025 up to 16:00 Hrs. Date and time for opening of E-tender:18/02/2025 at 16:30 hrs. Tender shall be downloaded from web site: <https://tender.nprocure.com> and also available on <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>.

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

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

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Port & Customs Building, Ground Floor, New Kandla-(Kutch)-370210
Tender Notice No.	EL/WK/2849
Name of Project	“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”
Name of Work	“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”
Estimated Contract Value (INR)	₹ 1,53,33,332/-.
Period of Completion (in Months)	6 Months from the date of Issue of Work Order.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
INTIGRITY PACT	<p>Integrity Pact should be submitted as per below.</p> <p>a) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>b) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.</p>
Tender Currency Settings	Indian Rupee (INR)
Qualifying Criteria:	PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:
	<u>The Bidders shall fulfill the following pre-qualification criteria:</u>
	A) Average annual financial turnover during the last three years ending 31st

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

March of the financial year should be at least **₹ 46.00 Lakhs (Excl. Gst)**. Certified by chartered accountant and issued a certificate on their letterhead along with UDIN No.

B) Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

- i) Three similar completed works each costing not less than the amount equal to **₹ 61.33 lakhs (Excl. Gst)**
Or
- ii) Two similar completed works each costing not less than the amount equal to **₹ 76.67 Lakhs (Excl. Gst)**
Or
- iii) One similar completed work costing not less than the amount equal to **₹ 122.67 Lakhs (Excl. Gst)**

IMPORTANT:

- (i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.
- (ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.
- (iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.
- (iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

C) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

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

Where,

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

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

“B” = Value at current price level of existing commitments and on-going works to be completed in the next ‘N’ years. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

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Financial Year	23-24	22-23	21-22	20-21	19-20	18-19	17-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

IMPORTANT:

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

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

D) In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

Note:

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

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

(iii) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.

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

F) Upload duly signed document given at Section-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-XI, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government)

Note:

The bidder, submitting tender under this category, is not required to submit documents mentioned at “B”, “C” and “D” above but has to submit following documents: -

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Similar work means:	“Maintenance / Erection, Installation, Testing & Commissioning / Major repair work of 16T & above Capacity ELL Cranes.”
Joint Venture	Not applicable
Rebate	Not applicable

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<p>Bid Document Fee:</p>	<p>₹ 5900 (incl. 18% GST) Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on “(n) procure website.”</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 33119 & 28162 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration Section-IX in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1" data-bbox="513 926 1484 1287"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – C</td> <td>Manufacturing</td> </tr> <tr> <td>Division – 33</td> <td>Repair & Installation of machinery and equipment</td> </tr> <tr> <td>Group – 331</td> <td>Repair & fabricated metal product, machinery and equipment.</td> </tr> <tr> <td>Class – 3311</td> <td>Repair of fabricated metal products</td> </tr> <tr> <td>Sub Class - 33119</td> <td>Repair and maintenance of other fabricated metal products.</td> </tr> </tbody> </table> <p align="center">OR</p> <table border="1" data-bbox="513 1549 1505 1806"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – C</td> <td>Manufacturing</td> </tr> <tr> <td>Division – 28</td> <td>Manufacture machinery and equipment n.e.c</td> </tr> <tr> <td>Group-281</td> <td>Manufacture of general –propose machinery</td> </tr> <tr> <td>Class - 2816</td> <td>Manufacture of lifting and handling equipment</td> </tr> <tr> <td>Sub Class - 28162</td> <td>Manufacture of other lifting and handling equipment and parts thereof.</td> </tr> </tbody> </table>	Level	Description	Section – C	Manufacturing	Division – 33	Repair & Installation of machinery and equipment	Group – 331	Repair & fabricated metal product, machinery and equipment.	Class – 3311	Repair of fabricated metal products	Sub Class - 33119	Repair and maintenance of other fabricated metal products.	Level	Description	Section – C	Manufacturing	Division – 28	Manufacture machinery and equipment n.e.c	Group-281	Manufacture of general –propose machinery	Class - 2816	Manufacture of lifting and handling equipment	Sub Class - 28162	Manufacture of other lifting and handling equipment and parts thereof.
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certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration Section-IX in preliminary bid failing which the bid shall be considered non-responsive.

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OR

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<p>Bid Security/ EMD (INR) :</p>	<p>₹ 1,53,333/- Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on “(n) procure website.”. In case of Micro and Small Enterprises (MSEs) holding valid certificate issued by any agencies/ organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender Fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration Section-IX in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – C</td> <td>Manufacturing</td> </tr> <tr> <td>Division – 33</td> <td>Repair & Installation of machinery and equipment</td> </tr> <tr> <td>Group – 331</td> <td>Repair & fabricated metal product, machinery and equipment.</td> </tr> <tr> <td>Class – 3311</td> <td>Repair of fabricated metal products</td> </tr> <tr> <td>Sub Class - 33119</td> <td>Repair and maintenance of other fabricated metal products.</td> </tr> </tbody> </table> <p align="center">OR</p> <table border="1"> <thead> <tr> <th>Level</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>Section – C</td> <td>Manufacturing</td> </tr> <tr> <td>Division – 28</td> <td>Manufacture machinery and equipment n.e.c</td> </tr> <tr> <td>Group-281</td> <td>Manufacture of general –propose machinery</td> </tr> <tr> <td>Class - 2816</td> <td>Manufacture of lifting and handling equipment</td> </tr> <tr> <td>Sub Class - 28162</td> <td>Manufacture of other lifting and handling equipment and parts thereof.</td> </tr> </tbody> </table>	Level	Description	Section – C	Manufacturing	Division – 33	Repair & Installation of machinery and equipment	Group – 331	Repair & fabricated metal product, machinery and equipment.	Class – 3311	Repair of fabricated metal products	Sub Class - 33119	Repair and maintenance of other fabricated metal products.	Level	Description	Section – C	Manufacturing	Division – 28	Manufacture machinery and equipment n.e.c	Group-281	Manufacture of general –propose machinery	Class - 2816	Manufacture of lifting and handling equipment	Sub Class - 28162	Manufacture of other lifting and handling equipment and parts thereof.
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Bid Document Downloading End Date	18/02/2025 up to 16:00 Hrs
Date & Place of Pre Bid Meeting	24/01/2025 @ 16:00 Hrs in the office of Chief Mechanical Engineer Annex Bldg 2nd floor, A.O. Building, Gandhidham
Last Date & Time	18/02/2025 @ 16:00 Hrs
for Receipt of Bids	
Bid Validity Period	120 Days
Condition	<p>Tender fee of Rs. 5900/- (including GST) & EMD of Rs. 1,53,333/- (Rupees One Lakh Fifty-Three Thousand Three Hundred Thirty-Three only) through online transfer in Punjab National Bank Branch, a/c no.: 2177002100004628, IFSC Code: PUNB0217700. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in Preliminary bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 33125 and 25113 only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration Section-IX in preliminary bid failing which the bid shall be considered non-responsive.</p> <p>“Integrity Pact agreement duly signed by the bidder and one witness (witness sign also to be obtained by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected”.</p> <p>Accordingly, offer of those bidders shall only be opened whose Tender Fee, bid security i.e. EMD and Integrity Pact is received Electronically in the preliminary bid.</p> <p>However, for the purpose of realization, bidder shall send the same in original to SE(E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Supdt. Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening without fail, without which the bid shall be treated as non-responsive.</p>
Remarks	Hard copies of the all bid documents should reach within seven (07) days from the date of opening of preliminary bid.

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Bid Opening Date	Technical Bid will be opened on 18/02/2025 @ 16:30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
Documents required to be submitted by scanning through online	<p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>b. EMD -As indicated above.</p> <p>c. Tender fee - As indicated above.</p> <p>d. Integrity pact duly signed by bidder and witnesses.</p> <p>e. Documents Mentioned in Eligibility Criteria.</p>
Officer- Inviting Bids:	Supdt. Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority:	Supdt. Engineer (E)
Address:	Supdt. Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	Supdt. Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)- 370210 Phone: 02836-270209, 270342. Mob: 98252 34436 , Fax No. 02836 270184.

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

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

Contact Details:

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

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

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

E-mail: nprocure@gnvfc.net

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

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SECTION-1
Instruction to bidders

A. GENERAL

1. Scope of Bid

The Supdt. Engineer (Electrical), Deendayal Port Authority invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.

The successful bidder will be expected to complete the works by the intended completion period.

2. Source of funds

The employer has arranged the funds from the prospective applicant under deposit scheme and will have sufficient funds in India Currency for execution of the work.

3. Eligible Bidders

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

The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.

All bidders shall fill the forms provided in Section – IV- Part – I “To be submitted by Bidders with their Bids”.

Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.

Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

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4. Eligibility Criteria:

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

FINANCIAL QUALIFICATION		
Sr. No.	Particulars	Supporting documents
(A)	Average annual financial turnover during the last three years ending 31 st March of the previous financial year should be at least ₹ 46.20 Lakhs (Excl. Gst) . Certified by chartered accountant and issued a certificate on their letterhead along with UDIN No.	Certificate should be issued by the Chartered Accountant.
TECHNICAL QUALIFICATION		
(B)	<p>Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than the amount equal to Rs. 61.33 lakhs (Excl. Gst) OR</p> <p>(ii) Two similar completed works each costing not less than the amount equal to Rs. 76.67 Lakhs (Excl. Gst) OR</p> <p>(iii) One similar completed work costing not less than the amount equal to Rs. 122.67 Lakhs (Excl. Gst)</p>	<p>i) A copy of the completion certificate in respect of the successfully completed similar work.</p> <p>ii) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate.</p> <p>iii) Such completion certificate should be issued on the letter head of the client and invariably reflect the following details: -</p> <p>(1) Name of Contractor (2) Name of Work (3) No. of work order/agreement and date (4) Contract value (5) Contract period (6) Date of commencement of work (7) Date of completion (8) Value of Work executed during the contract period/original contract period (9) Date of issue of completion certificate.</p>
(C)	<p>Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:</p> <p>Assessed Available Bid capacity = $A \times N \times 2 - B$, Where, “N” = Number of years prescribed for completion of the subject contract. “A” = Maximum value of works executed in any one year during last Seven years (at current price level). “B” = Value at current price level of existing commitments and on-going works to be completed in the next ‘N’ years. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably</p>	

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countersigned by the Nodal Office or his nominee-in charge.							
Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32
IMPORTANT:							
(i) The value of annual turnover is not to be considered towards “A” as mentioned in the formula.							
(ii) The information may be provided as per the format given at Section-VIII.							
(D)	In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work. Along with the TDS certificate, a statement should be submitted giving details showing the name of the client, gross amount of the work, TDS amount and net payment received. The statement should be signed by the Chartered Accountant.						
(E)	The contractor shall have valid electrical contractor’s license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.						
(F)	Upload duly signed document given at Section-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-XI, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government)						
(G)	<p>Definition of similar work:</p> <p>“Maintenance / Erection, Testing & Commissioning / Major repair work of 16T & above Capacity ELL Cranes.”</p> <p>Note: In case of a single project, where, different work orders for different activities have been issued by more than one agencies, such work shall also be considered.</p>						

4.2 All bidders shall scan and forward the following information and documents with their bids.

- a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.

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- b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor’s reports for the past three years ending 31st March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part –I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. EMD = through on-line transfer in PNB bank account no. 2177000100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration **Section-IX** in preliminary bid failing which the bid shall be considered non-responsive.
- h. Tender fee = through on-line transfer in PNB bank account no. 2177000100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration **Section-IX** in preliminary bid failing which the bid shall be considered non-responsive.

Level	Description
Section – C	Manufacturing
Division – 33	Repair & Installation of machinery and equipment
Group – 331	Repair & fabricated metal product, machinery and equipment.
Class – 3311	Repair of fabricated metal products
Sub Class - 33119	Repair and maintenance of other fabricated metal products.

OR

Level	Description
Section – C	Manufacturing
Division – 28	Manufacture machinery and equipment n.e.c
Group-281	Manufacture of general –propose machinery
Class - 2816	Manufacture of lifting and handling equipment

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Sub Class - 28162

Manufacture of other lifting and handling equipment and parts thereof.

- 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. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- k. Power of attorney (dully accompanied by resolution of Board in case of company).
- l. Qualifications and experience of key site management and technical personnel proposed for the contract.
- m. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones.
- n. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- p. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.
- q. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- Record of poor performance such as abandoning the works, non – completion of the contract.

5. One Bid per Bidder

Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder’s participation to be disqualified and forfeiture of EMD.

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6. Joint Venture (Not applicable as per Clause No. 1 under Special Conditions, Section-III)

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

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

Bid Reference No. EL/WK/2849

- **NIT** : **Invitation for Bids**
- **Section I** : **Instruction to Bidders**
- **Section II** : **General Conditions of Contract**
- **Section III** : **Special Conditions of Contract**
- **Section IV** : **Forms of Bid**
- **Section V** : **Scope of Work**
- **Section VI** : **Bill of Quantities**
- **Section VII** : **Drawings**
- **Section VIII** : **EVIDENCE TOWARDS SITE VISIT**
- **SECTION IX** : **BID SECURITY DECLARATION**
- **SECTION X** : **Make List for Electrical Items**

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

9.3 The bidder is expected to examine carefully all instructions, conditions

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of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder’s own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents

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

Pre-Bid meeting

The bidder or his official representative may attend pre-bid meeting to be held on 24/01/2025 @ 16:00 hrs in the office of Chief Mechanical Engineer Annex Bldg 2nd floor, A.O. Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

The purpose of the meeting will be to clarify issues related to work and tender conditions.

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

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

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

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

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

A) Preliminary Bid:

(i) E.M.D. Fees, Tender Fees and Integrity Pact Agreement.

B) Technical Bid:

i) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

C) Financial Bid:

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

13. Bid Prices

The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.

The prices shall be quoted inclusive of all Taxes, (except GST), Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. and should remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws.

14. Currencies of Bid and Payment

The bidder in Indian Rupees shall quote the unit rates and the prices only.

15. Bid Validity

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

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

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

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bid.

16. Bid Security (Earnest Money Deposit-EMD, in form of “bid security declaration form” as per Section- IX, is applicable for MSE’s only)

EARNEST MONEY DEPOSIT (EMD) = Rs. 1,53,333/- (Rupees one lakh Fifty three thousand three hundred thirty three Only).

- (i) The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on-line transfer in PNB bank account no. 2177000100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of

activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with Bid Securing Declaration Section-IX in preliminary bid failing which the bid shall be considered non-responsive.

It may be noted that exemption certificate issued by any other authority will not be entertained. **Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.**

Level	Description
Section – C	Manufacturing
Division – 33	Repair & Installation of machinery and equipment
Group – 331	Repair & fabricated metal product, machinery and equipment.
Class – 3311	Repair of fabricated metal products
Sub Class - 33119	Repair and maintenance of other fabricated metal products.

OR

Level	Description
Section – C	Manufacturing
Division – 28	Manufacture machinery and equipment n.e.c
Group-281	Manufacture of general –propose machinery
Class - 2816	Manufacture of lifting and handling equipment
Sub Class - 28162	Manufacture of other lifting and handling equipment and parts thereof.

a. EMD

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(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 11) as per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

(ii) EMD will be refunded Suo-motto without any application from the Bidders.

(iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.

(iv) Earnest Money Deposit will not carry any interest.

b. Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years and EMD may be forfeited, if:

(i) The bidder withdraws the Bid after Bid opening during the bid validity;

(ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;

(iii) The successful Bidder fails within the specified time limit to

a) Sign the Agreement or

b) Furnish the required performance Guarantee

(iv) The bidder submits more than one bid

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

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

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

To give prospective bidders reasonable time in which to take an

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

C. Submission of Bids

20. Submission of Bids

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

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

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

The envelopes shall be addressed to:

(a) Superintending Engineer(E)
Deendayal Port Authority
Electrical Division,
3rd Floor,
Nirman Building, New
Kandla – 370210.
Gujarat State.

(b) Bear the following identification:

Accompaniments for” **“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes**

“Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area”

at inside Cargo Jetty Area”

Bid reference No. EL/WK/2849

Name and address of the bidder.

21. Deadline of Submission of the Bids

Bids must be received by the employer in On-Line System at websites <https://tender.nprocure.com> not later than 18/02/2025 up to 16:00 Hrs.

At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at <https://tender.nprocure.com> websites will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port’s tender document and the one submitted by the Bidder, the conditions mentioned in the Port’s uploaded document on <https://tender.nprocure.com> websites shall prevail.

The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://tender.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.

In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port’s tender document uploaded on <https://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port’s tender document uploaded on <https://tender.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.

No Bid can be modified after the last date for submission of Bids.

Withdrawal or modification of a Bid between the deadline for

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submission of bids and the expiration of the original period of bid validity including extension, if any, may result in the forfeiture of the Bid security i.e. EMD.

D. Bid Opening and Evaluation

24. Bid Opening

On the due date and time, the employer will first open Technical bids of all bids received including modifications.

In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.

The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://tender.nprocure.com> and www.deendayalport.gov.in.

The price bid i.e., BOQ will be opened only those bids qualify technically.

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 breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

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.

Any effort by the Bidder to influence the employer’s bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

Prior to detailed evaluation of Bids, the employer will determine whether each Bid

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- (a) has been properly digitally signed,
- (b) meets the eligibility criteria defined
- (c) is accompanied by the required Bid security and tender fees;
- (d) is responsive to the requirements of the Bidding documents.
- (e) GST number to be quoted invariable by bidder.

A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

27. Evaluation and Comparison of Bids

The employer will evaluate and compare only the Bids determined to be responsive.

In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

If in the opinion of Engineer-In-Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

Award of Contract

28. Award Criteria

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

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

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

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

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

30. Letter of Intent:

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

31. Notification of Award and Signing of Agreement

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

32. Contract Agreement:

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

- i) The successful Bidder will be required to execute an agreement at his expense on one Hundred Rupees (₹ 300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfillment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.

Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer’s letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.

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The contract period shall be reckoned from the date of issue of work order to commence the work.

- i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present ₹ 300/-)
- ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
- iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.
- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialed.

33. Performance Security

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

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of BG/FDR/Digital Transfer within 21 days, on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.
- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing

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which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

- 3) The Deendayal Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of Digital Transfer from any nationalized bank/scheduled bank (Except co- operative bank) having its branch at Gandhidham.
- 5) The Deendayal Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) BG submitted by the contractor should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the concerned contractor including Defect Liability Period
- 8) The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

34. Issue of Work Order

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

35. Time Schedule: (Modified as clause no. 02 of Section-III)

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 30 days from the site clearance of each ELL Wharf cranes.

36. Corrupt or Fraudulent Practices

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

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the employer:

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

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

**Signature & Seal
of Contractor**

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

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SECTION – II
GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

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

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- i.** The **“Schedule”** shall mean the schedule or Schedules attached to the specifications.
- j.** The **“Drawings”** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k.** **“Trials” and “Tests”** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the ‘employer’.
- l.** **“Approved” or “Approval”** shall mean approval in writing.
- m.** **“Engineer-in-charge/Nodal officer”** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n.** **“Day”** re calendar days, **“months”** are calendar months
- o.** **“Equipment”** is the contractor’s machinery and vehicles brought temporarily to the site to construct the works.
- p.** **“Material”** are all supplies, including consumables, used by the contractor for incorporation in the works.
- q.** **“Plant”** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2. Use of Contract Document:

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

3. Change Orders:

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

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work.

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

4. Resolution of Dispute

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

b) Jurisdiction of Courts:

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

5. Force Majeure:

In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period

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of such delay may be added to the time of performance of the obligations without any addition to the contract price.

If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, **but not later than 7 days from its occurrence**. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board’s satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.

In any other situation, which is beyond the reasonable control of the Contractor in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as “Force Majeure” situation.

6. Compliance with Statutes, Regulations:

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

7. Payment Terms: (Modified as per Clause No. 3 under Special Conditions, Section-III)

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

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(I) In respect of tender for supply and installation (Changes to be made as per nature of the Work)

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

II) In respect of lump sum work (Changes to be made as per nature of the Work)

- i) 95% payment after deducting 5% as retention money towards performance security **(Modified as per clause 3 of Special Condition – Section III).**

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance: (Modified as per Clause No. 4 under Special Conditions, Section-III)

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

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

Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.

Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,

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.

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.

9. Time Extensions:

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

- i) Changes ordered by DEENDAYAL PORT AUTHORITY.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for

extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.

- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

10. Time is the essence of the contract:

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

11. Liquidated Damages:

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that behalf percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations:**Variation in Conditions of Contract:**

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

Variation in Quantities of Schedule – B:

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

13. Acceptance:

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

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

14. Guarantee: (Modified as per Clause No. 5 under Special Conditions, Section-III)

The warranty period shall be valid for minimum 5 years for supply with effect from the date of acceptance of the supply items unless

otherwise specified in the scope of work/Special Conditions of Contract (SCC).

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

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

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

15 Taxes:

GST Clause:

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

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

Deduction of Income-Tax and GST:

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

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

16. Deduction:

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

While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DEENDAYAL PORT AUTHORITY shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.

Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment: (PPE)

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

20. Conduct:

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

21. Accident:

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

22. Watch and ward:

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

23. Termination:

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

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

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

The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to

and accepted by DEENDAYAL PORT AUTHORITY. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of DEENDAYAL PORT AUTHORITY for a period decided by DPA.

The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

Fundamental breaches of contract include, but shall not be limited to the following:

- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
- b) The contractor becomes bankrupt.
- c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
- d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
- e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
- f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
- g) Any material lying at site will not be removed without the prior written permission of Engineer In-Charge.

24. Arbitration Clause:

(I) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings,

specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

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

(III) 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.

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

(V) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

(VI) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

(VII) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

(VIII) 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.

(IX) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(X) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(XI) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XII) 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.

(XIII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

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

25. Indemnification:

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

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

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

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

27. Delegation

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

28. Communications

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

29. Personnel:

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

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

30. Employer's Obligation (Modified as per Clause No. 6 under Special Conditions, Section-III)

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31. Queries about the Technical Data

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

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

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

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

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

33. Discoveries

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

34. Access to the site

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

35. Instructions

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

36. Safety

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

Quality Control

37. Identification of Defects

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

38. Correction of Defects

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

Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

39. Uncorrected Defects

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

40. Employer's right of Rejection:

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

41. Removal of Rejected goods:

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

42. Use of Contract Document:

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

43. Memorandum of Settlement:

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

44. Deviations:

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined

by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, DEENDAYAL PORT AUTHORITY may consider such requests from the Contractor, provided the Contractor submits its request with adequate justification.

45. Approvals:

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

46. Third Party Inspection: (Modified as per clause no. 7 of SCC, Section-III)

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

47. Bar Chart

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

48. Engagement of Labour:

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

49. Police verification of Contract Labour:

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

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

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

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

a) Submission of Labour Reports by Every Fortnight:

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

1. The number of laborers employed by him on the work.
2. Their working hours.
3. The wages paid to them.

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

b) No Labour Below 14 Years:

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

50. Registers to be maintained at site

1. Site order Book:

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

2. Hindrance Register

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

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

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port

activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

52. Tools & Tackles:

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

53. Hot work:

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

54. Indian Dock Safety Regulations:

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

55. Valid Electrical Contractor License and Electrical Supervisor Certificate (The clause is modified as per clause no.08 of SCC, Section-III)

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

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

56. Action where no Specifications are specified:

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

57. Undertaking by the Contractor:

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

58. Labour License:

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

59. Fraudulent documentation by bidders:

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

**Signature & Seal
of Contractor**

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

SECTION –III

SPECIAL CONDITIONS

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

1. **Clause No. 6 of Instructions to Bidders (ITB), Section-I is not applicable.**
2. **Clause no. 35 of Instructions to Bidders (ITB), Section-I** is modified as The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 6 Months from date of issue of Work Order.
3. **The Clause No. 7 of General Condition of Contract (GCC), Section-II,** is modified and shall be read as under:

Payment Terms:

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

- i. **Payment shall be release of 70% of Supply** item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition and after inspection & acceptance of material by DPA & Certification by Third Party Inspection Agency (TPIA).
- ii. 20% of supply item rate after completion of erection, installation, testing and commissioning, etc. and 90% of item rate for item covers only laying/fixing etc. & certification by Third Party Inspection Agency (TPIA).
- iii. 10% will be released after successful completion of whole work and handing over to DPA & certification by TPIA.

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

4. **The Clause No. 8 of General Condition of Contract (GCC), Section-II** is modified and shall be read as under:

Insurance:

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

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

3.2 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.

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

Guarantee:

The guarantee period shall be valid up to 18 (Eighteen) months with effect from the date of acceptance of the materials by DPA or 12 (twelve) months from the date of installation, whichever is earlier.

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

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

6. **The Clause No. 30 of Section-II is replaced as under- Employer's Obligation:** For execution of the work electricity will be provided free of cost to contractor as per DPA Norms.
7. **The Clause No. 46 of Section-II is modified** as under – **Third Party Inspection:** DPA shall appoint the TPIA for monitoring the work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by Contractor before the next schedule visit. The TPIA will check and certify the same. Payment for subsequent RA bill may withhold if any quarries raised by TPIA are not complied by Contractor (under the scope of works). The charges incurred for Third Party Inspection Agency will be borne by DPA.
8. **The clause no. 55 of GCC of Section-II** is modified and shall be read as under: The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.
9. **Integrity Pact:**

The Integrity Pact duly signed by authorized person(s) with witnesses are to be submitted by the bidders along with the tender documents as per the format provided **in Section IV.**

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

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

In case of violation of the Integrity Pact by Counterparty after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to Counterparty in such cases.
10. The contractor/service provider/supplier etc. has to ensure timely and proper filling of GSTR1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/service provider/supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

**Signature & Seal
of Contractor**

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

SECTION IV
FORMS OF BID

Part – I

To be submitted by Bidders with their Bids

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Integrity Pact

Part – II

To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
7	Letter of intent
8	Agreement form
9	Certificate of classification society
10	Certificate of manufacturer
11	Specimen bank guarantee of Performance Guarantee/Security Deposit
12	Letter of authority from bank for all BGs
13	Format of Extensions (Part – I)
14	Format of Extension (Part-II)

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The SUPERINTENDING ENGINEER

DEENDAYAL PORT AUTHORITY

(Address _____)

Pin Code: _____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide
- (b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**
- (c) our tender shall be valid for the period of 120 days ,from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.

- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
- I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
 - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

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

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

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

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

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

Form -2**Specimen format for Pre-qualification of bidders**

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

1. Only for individual bidders

Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Firm

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

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

Attested Copy of Annual Turnover during Last Three Year Ending on 31st March 2033

3. Similar works

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

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

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

1. Existing commitments and on-going works.

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

2. Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

Dated on _____ Day of _____, _____ (Insert date of Signing)

Tendering Forms

Form-3

SPECIMEN FORMAT FOR DECLARATION
--

(To be executed on bidder's Letter Head)

To. _____

(Project title)

Ref: _____

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

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

Date: _____ Place: _____

Name of Applicant: _____

Represented by (Name & capacity) _____

Form-4

SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID

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

To

The

Dear Sir,

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

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

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

[specimen signature]

Yours faithfully,

Signature:

Name & Designation:

For & on behalf of:

<u>EXCEPTIONS AND DEVIATIONS</u>

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

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

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

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

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

Form VI

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

Integrity Pact

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

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

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

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

**Seal & Signature
of Contractor**

**Sd/-
Superintendent Engineer (Electrical)
Deendayal Port Authority**

INTEGRITY PACT IN DEENDAYAL PORT AUTHORITY

The Central Vigilance Commission (CVC) has been promoting integrity, transparency, equity and competitiveness in transactions by various organizations of the Government of India. Public procurement is an area of concern for the CVC, and many steps have been taken to put proper systems in place. In this context, Integrity Pact (IP), a tool conceptualized and promoted by Transparency International, an international NGO, aimed at preventing corruption in public contracting, has been found useful. It has been decided by Ministry of Shipping that all organizations under the Ministry will implement IP. IP should cover every tender / procurement above a specified threshold value. The threshold value of contracts / procurements / transactions incorporating IP would be such that it covers 90% by value of all contracts / procurements / transactions of the organization in the last 3 years Presently the threshold is fixed as ₹50 Lakhs. IP essentially envisages an agreement between prospective vendors / bidders, and Deendayal Port Authority, committing the persons / officials of both sides not to resort to any corrupt practice in any aspect of the contract at any stage. Only those vendors / bidders, who commit themselves to IP with DPA, would be considered competent to participate in the bid process. Any violation would entail disqualification of the bidders and exclusion from future business dealings. IP, in respect of a particular contract should cover all phases of the contract, from the stage of Notice inviting Tender (NIT) / pre-bid stage, till the conclusion of the contract, i.e. final payment or the warranty / guarantee period. IP would be implemented through Independent External Monitor (IEM), who are eminent persons appointed by the organization, with approval of CVC. The term of appointment for an IEM would be 3 years Name of the IEM will be mentioned in NIT. The IEM would review independently and objectively assess, as to whether and to what extent parties have complied with their obligations under the IP. IEM would have access to all contract documents, whenever required. The bidders may raise disputes / complaints if any, with the IEM. The IEM would examine complaints received by them and give their recommendations / views to the Chairman of Port Authority. Recommendations of IEM would be in the nature of advice and would not be legally binding. Their role is independent in nature and the advice once tendered would not be subject to review at the request of the organization. Shri Amiya Kumar Mohapatra, IFoS (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been appointed IEM by DPA. Draft condition to be incorporated in the Draft Tender papers 1) Then bidder has to execute Integrity pact agreement with Deendayal Port Authority. As per Shri Amiya Kumar Mohapatra, IFoS (Retd.), Dr. Gopal Dhawan, Ex-CMD, MECL has been nominated as Independent External Monitor for Integrity Pact whose address is as under;

Address:-

Shri Amiya Kumar Mohapatra, IFoS (Retd.)

Qrs.No 5/9, Unit -9, Bhol Nagar,

Bhuneshwar -751 022

Mobile : 9437002530

Email : amiyaifs@gmail.com

Address:-

Dr. Gopal Dhawan, Ex-CMD, MECL,
House No 120, Jai Shakti Vihar
(NHPC Society) P4, Building Area,
Greate Noida Gautam Budh Nagar,

Utter Pradesh - 201 315,

Mobile No.8007771467

Email : gdhawangeologist@gmail.com

Scanned copy of Pre-Contract Integrity Pact Agreement (As per Appendix) 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.

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. -TD/2024 The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles: -

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

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

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

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to

prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

- c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
- d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

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

Section 4 - Compensation for Damages

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

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

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

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidder

(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 Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA

and recues himself / herself from that case

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

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

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

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

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

Section 9 - Pact Duration

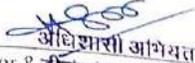
9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

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

Section 10 - Other Provisions

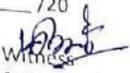
- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e., Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member.
- (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 intensions.
- (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.


अधिसारी अभियंता (विद्युत)
(For & on behalf of the Bidder/Contractor)
Executive Engineer (Elect.)
Deendayal Port Authority

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

Place : Gandhidham
Date : ___/___/20


Signature of Witness
(Sign, Name & Address)

Signature of Witness
(Sign, Name & Address)

Ami Kauliya
Room No. 111, Nirman
Building, New leandla

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

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

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

LETTER OF INTENT FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. EL/AC/_____

(Name of Work)

Ref : Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

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

The Engineer-In-Charge for this work shall be Mr.

Agreed Schedule date of commencement of the work is _____
and Schedule date of completion of the work is _____. Total
Contract Price is Rs. _____.

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

Yours Faithfully,

(Signature of the controlling Officer)

CHIEF MECHANICAL ENGINEER

DEENDAYAL PORT AUTHORITY

Form-8**SPECIMEN CONTRACT AGREEMENT**

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

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

This agreement made of this _____ day of

_____Two Thousand between the Board of Deendayal Port Authority a body corporate under Major Port Authorities Act, 2021 having its Administration Office Building at Gandhidham(Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part

and _____(Name and address of all the partners if a partnership

with all their address) hereinafter called the 'Contractor' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of

_____And whereas the Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited the Performance security deposit @ 5% of contract price amounting to Rs. _____

_____. In following manner for the due fulfillment of all the conditions of the contract.

Rs. _ paid in form of BG/FDR/Digital Transfer (to be submitted within 21 days of issue of LOA)

2)Balance amount of Rs. ___to be recovered from the work bills.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are

Form-8

respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

2. The following documents shall be deemed to form and read as construed part of this agreement viz.:

- i) Notice inviting tender.
- ii) Technical specifications.
- iii) Special conditions of contract.
- iv) Tender submitted by the Contractor.
- v) The Board's "Drawing".
- vi) The schedule items of work with quantities and rates.
- vii) Any correspondence made between the Superintendent Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
- viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e 'Cover-I'.
- ix) BG/FDR/Digital Transfer for security deposit.

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

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs. _____ (Rupees _____ only) at the time and in the manner prescribed of the contract. IN WITNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

Form-8

1. Name & Address _____ Signature of Contractor

Seal

2. Name & Address _____

Seal

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

1. _____

2. _____

(Chief Mechanical Engineer)

Deendayal Port Authority

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

1. _____

Secretary
Deendayal Port Authority

2. _____

Form-9

(Applicable in case Procurement of Equipments)

**(CERTIFICATE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER
HEAD)**

To,

M/s DEENDAYAL PORT AUTHORITY,

Kandla (Kutch)

Gujarat,

INDIA.

This is to certify that the (name of equipment) designed, manufactured and supplied to DEENDAYAL PORT AUTHORITY are conforming with the Quality Assurance and Standards as per proven design and Model No./Drawings submitted by M/s _____ in the Tender No. (insert tender no.) of DEENDAYAL PORT AUTHORITY.

Signature & Seal of Authorized

Representative of Classification Society.

(Applicable in case Procurement of Equipments)

(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,

M/s DEENDAYAL PORT AUTHORITY,

Kandla (Kutch)

Gujarat,

INDIA.

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No._____of the Tender No. (Insert tender no.) of DEENDAYAL PORT AUTHORITY.

Signature & Seal of Authorized

Representative of the Manufacturer

SPECIMEN BANK GURANTEE TOWARDS
PERFORMANCE GUARANTEE/SECURITY DEPOSIT
 (To be executed on Rs. 300/- non-judicial Stamp Paper)

To,

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

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

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

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

4. We, _____ (Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be in force 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 this said certificate that the terms and conditions of the said contract have been fully and properly carried out by the said Contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the Bank shall at the request of the Board but at the cost of the Contractors, renew or extend this guarantee for such further period or periods as the Board may require from time to time.

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

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

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

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

Date ___ day of _____ 20

For (Name of Bank)
(Name)
Signature

SPECIMEN LETTER OF AUTHORITY FROM BANK

FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,

The Board of Authorities of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. _____

dated _____ or Rs. _____ favoring yourselves

issued on a/c of

M/s. _____

(Name of contractor)

.....

We confirm having issued the above mentioned guarantee

Favoring

Yourselves, issued on account of M/s. _____ validity

for expiry upto date _____ and claim expiry date up

To _____ we also confirm 1) _____ 2)

_____ Is/are empowered to sign such Bank
Guarantee on behalf of the Bank and his/their signatures is/are binding on
the Bank.

Name of signature of Bank Officer

Form-13

DEENDAYAL PORT AUTHORITY**Form of application by the Contractor for seeking extension of time****Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
 - (a) 1st extension vide EE's No. Dated Month Days
 - (b) 2nd extension vide EE's No. Dated Month Days
 - (c) 3rd extension vide EE's No. Dated Month Days
 - (d) 4th extension vide EE's No. Dated Month Days Total
 extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
 - (a) Serial No.
 - (b) Nature of hindrance
 - (c) Date of Occurrence
 - (d) Period for which it is likely to last
 - (e) Period for which extension required for this particular hindrance
 - (f) Overlapping period if any, with reference to item.....
 - (g) Net extension applied for
 - (h) Remarks, if any.
 Total period on account of hindrance mentioned above.....
 Month...Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
 - (a) Total value of extra work
 - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12
 Submitted to the Sub-Divisional Officer.....

Signature of Contractor**Dated:**

DEENDAYAL PORT AUTHORITY**APPLICATION FOR EXTENSION OF TIME****PART II****(To be filled in by the Sub-Divisional Office)**

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

Signature of Divisional Officer
Dated:

(To be filled in by the Superintending Engineer)

1. Date of receipt in the Divisional Office.
2. Superintending Engineers remarks regarding hindrances mentioned by the Contractor.

- (1) Serial No.
- (2) Nature of hindrance
- (3) Date of occurrence
- (4) Period for which hindrance is likely to last
- (5) Extension of time applied for by the contractor
- (6) Overlapping period, if any, giving reference to Items which overlap.
- (7) Net period for which extension is recommended
- (8) Remarks as to why the hindrance occurred and justification for extension recommended.

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

Signature of Executive Engineer
Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer
Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer
Date

Section V
Scope of Work & Technical Specification
SCOPE OF WORK

1. General:

2 Nos. 16T & 3 Nos 25T capacity MBE Cranes of ELL Cranes were commissioned at Berth Nos. 2 & 3 at inside Cargo Jetty Area, Deendayal Port Authority in the year 2004.

Deendayal Port Authority (DPA) intends to replace of above said Cranes Luff Nut to a resourceful outside agency with sufficient expertise in the field.

2. Technical Specification No.1:

Supply Installation, Testing, and Erection & Commissioning of Luff screw of MBE Make ELL wharf crane as per the drawing attached. The material should be used, as per original for which Lab test certificate to be submitted. Before casting of new luff screw existing luff screw material should be tested and same type materials is to be used for new luff screw. Material testing report of existing luff nut as well as new luff screw is to be submitted to DPA. Third Party Agency visit will be done after casting, machining & assembly for which the necessary certificate required by the TPIA, the same shall be submitted by the contractor from the initial stage after getting clearance from TPIA the party will carry on the work for next stage. The entire job work for manufacturing of Luff Screw till the supply at site which also includes with transportation at Kandla and inclusive of all taxes except GST. This includes removal of the existing Luff Screw one by one from each MBE make wharf Crane Installation, testing & commissioning of the supplied Luff Nuts at site. However, the ELL/HMC cranes will be provided by DPA if available.

3. Technical Specification No.2:

Supply Installation, Testing, and Erection & Commissioning of Luff Nut for MBE Make ELL wharf crane as per the drawing attached. The material should be used, as per original for which Lab test certificate to be submitted. Before casting of new luff nut existing luff nut material should be tested and same type materials is to be used for new luff nut. Material testing report of existing luff nut as well as new luff nut is to be submitted to DPA. Third Party Agency visit will be done after casting, machining & assembly for which the necessary certificate required by the TPIA, the same shall be submitted by the contractor from the initial stage after getting clearance from TPIA the party will carry on the work for next stage. The entire job work for manufacturing of Luff Nut till the supply at site which also includes with transportation at Kandla and inclusive of all taxes except GST. This includes removal of the existing Luff Nut one by one from each MBE make wharf Crane Installation, testing & commissioning of the supplied Luff Nuts at site. However, the ELL/HMC cranes will be provided by DPA if available.

**Signature & Seal
of Contractor**

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

Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area

Section VI

SCHEDULE-B

(Supply, Installation, Testing, Erection & commissioning of Luff Nut o& Luff screw of MBE make wharf Cranes at inside Cargo Jetty Area)

Sr no	Description	Qty	Unit	Rate	Amount
1	Supply Installation, Testing, Erection & Commissioning of Luff Screw for MBE Make wharf cranes as per Technical Specification No.1	2	No.		
2	Supply Installation, Testing, Erection & Commissioning of Luff Nut for MBE Make wharf cranes as per Technical Specification No.2	4	No.		
Total Amount Rs.					

(In Words Rupees.

_____Only)

(Note: The rates should be inclusive of all taxes, duties, fees, cess etc. and all incidental charges, but exclusive of GST).

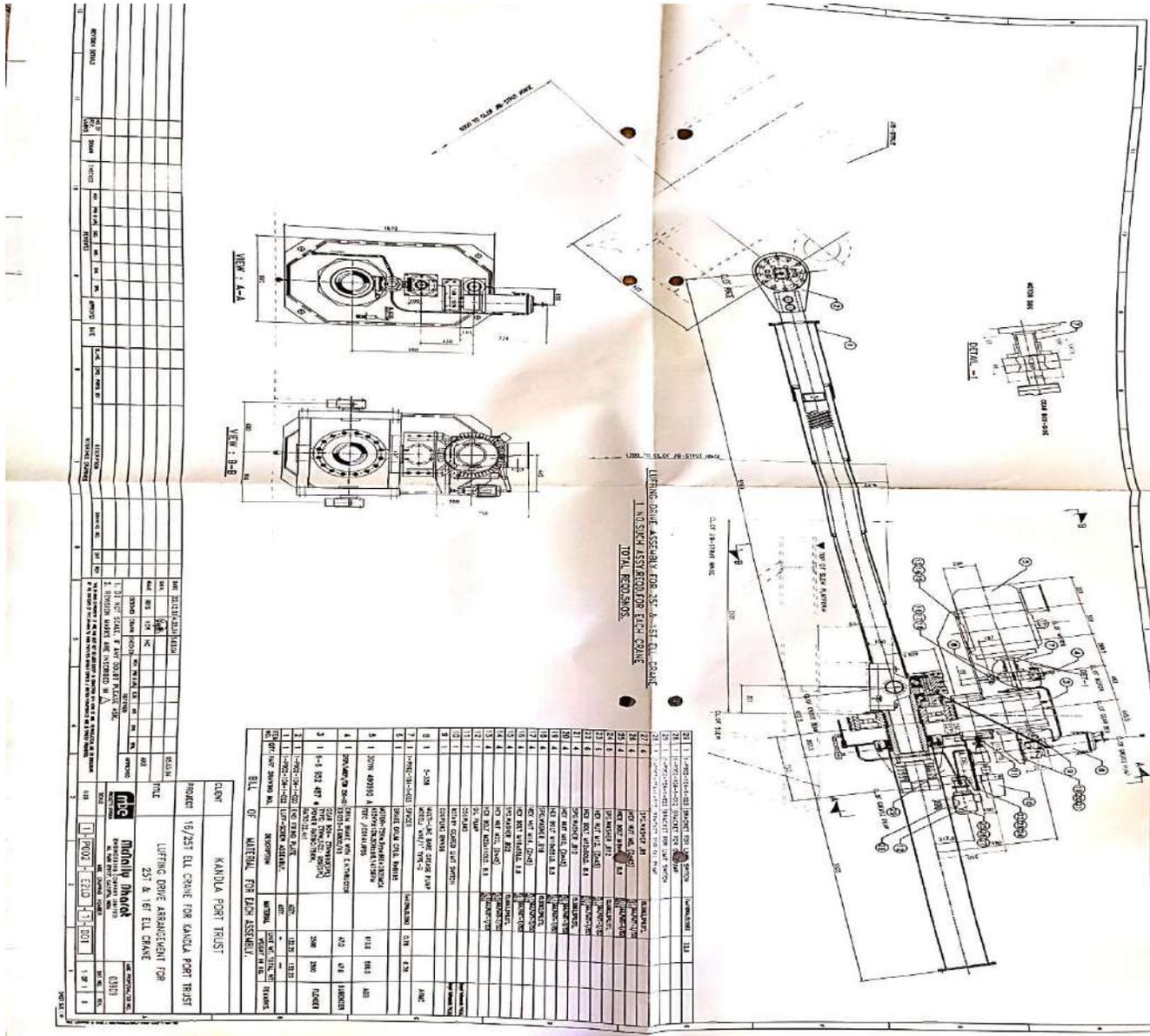
**Seal & Sign of
Contractor**

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

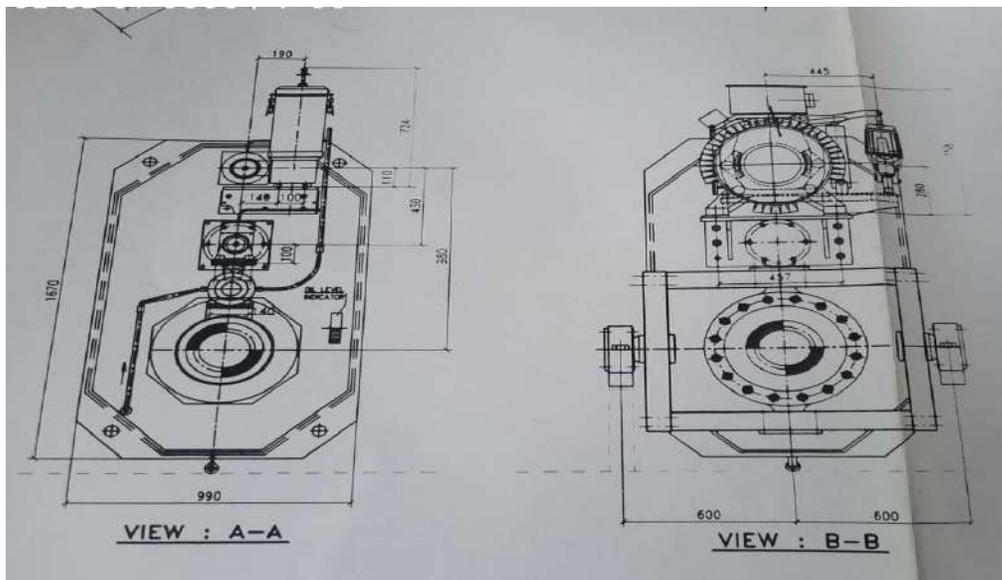
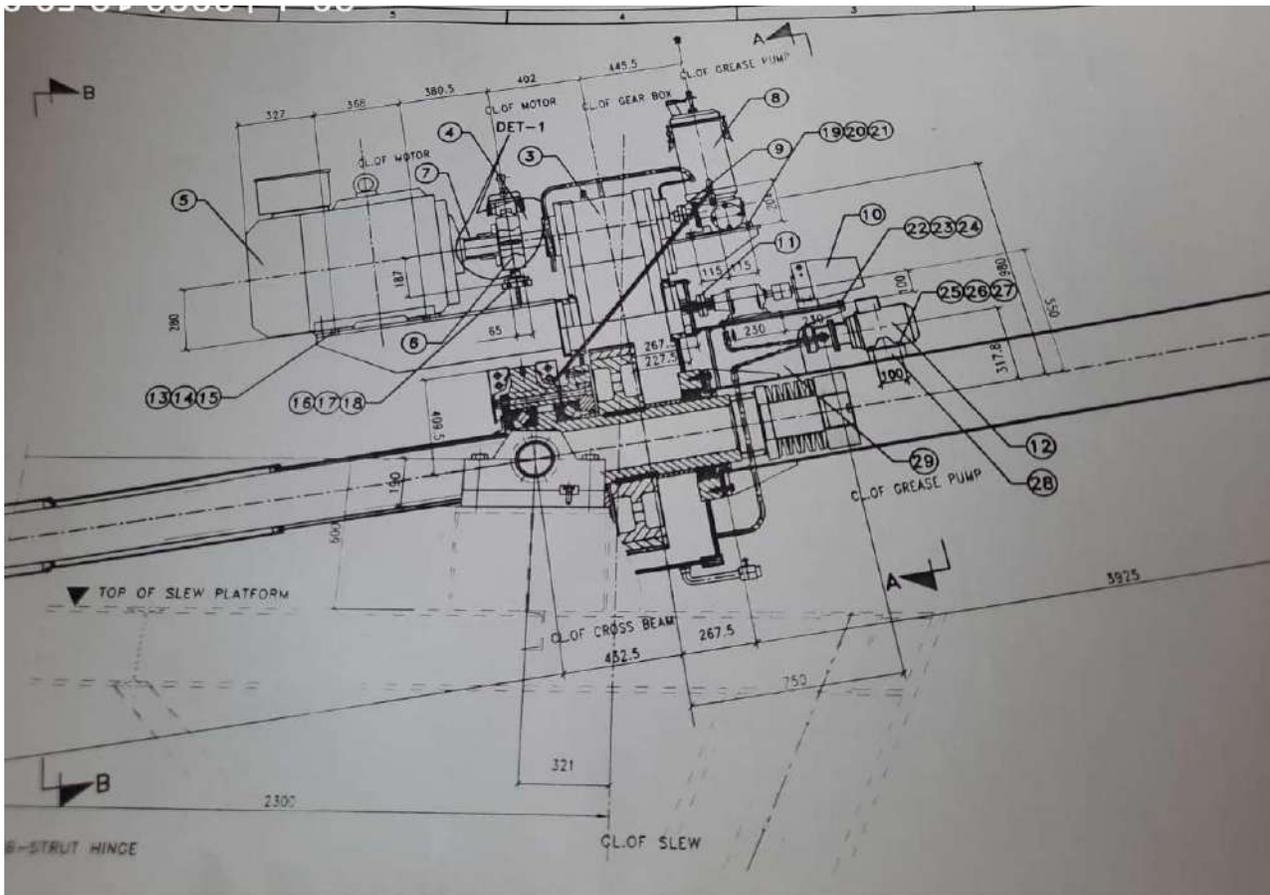
Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make Wharf Cranes at inside Cargo Jetty Area

Section VII

Drawings



Supply, Installation, Testing, Erection & commissioning of Luff Nut & Luff screw of MBE make Wharf Cranes at inside Cargo Jetty Area



SECTION VIII

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____
_____ (Authorization letter issued by the firm with my
specimen signature and passport size photo and adhaar card are
enclosed) have visited the site on _____ with DPA
representative Shri , (Designation)
_____ for the work of "Supply, Installation, Testing, Erection &
commissioning of Luff Nut & Luff Screw of MBE make Wharf Cranes at inside
Cargo Jetty Area" and inspected the site and other issues related to tender to
my satisfaction.

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

Section -IX
(Applicable for MSE's)

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)

SECTION X**Approved Make List for Electrical Items**

Sr. No.	Description	Recommended Makes
1	HT 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/ /GLOSTER/ UNISTAR/ UNISTAR/KEI/FINOLEX/HAVELS
6	LT XLPE CABLES	POLYCAB/TORRENT/RPG ASIAN/ / RALLISON/PRIMECAB/ HAVELLS/ UNISTAR/AVOCAB / ADCAB
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	SLECTOR SWITCH FOR VOLTMETER/AMPARE METER	L&T/SIEMENS/C&S
21	POWER CONTACTOR & OVER LOAD RELAYS	L&T/SIEMENS/ABB
22	QUARTZ TIME CLOCK SWITCH	L&T/INDOASIAN/SIEMENS
23	PVC WIRE WITH COPPER CONDUCTOR	RR KABEL / KEI / POLYCAB/MILEX/GUJCAB/ STANDARD / FINOLEX / ANCHOR
24	FLUSH TYPE SWITCHES, SOCKETS, HOLDERS AND CEILING ROSES & ELECTRONIC REGULATORS	ANCHOR/MK/NORTHWEST/VINAY /PANAMA / HAVELLS
25	DOOR BELLS/CALL BELLS	ANCHOR/LEGEND/MK/NORTHWEST
26	MODULAR SWITCHES, SOCKETS, PLATES & BOXES	ANCHOR / MK / NORTHWEST / LEGRAND /HAVELLS / INDOASIAN / SIMENS.
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/C&S

31a	LED LUMINARIES	Philips /Bajaj/Wipro/CG/Surya/Pyrotech/Syska/Nessa/C&S having surge Protection ≥ 10 KV for fittings & internal Surge Protection for Driver of ≥ 4 KV, LED Chip only OSRAM/CREE/Philips Lumileds/Citizen/ 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 or its equivalent
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	CUMMINS/GREAVES/KIRLOSKAR/ CATERPILLAR /ASHOK LEYLAND /VOLVO
	B) ALTERNATOR	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

Note:

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

**Signature & Seal
of Contractor**

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