

## **TENDER**

FOR

“Supply, Installation, testing & Commissioning of Outdoor type 180 KVA Diesel Generator with AMF panel including Comprehensive Annual Maintenance Contract for the period of 5 years after expiry of 2 years guarantee period”

**TENDER No. IPA/GAD/DG set/2016 dated 9/302016**



**INDIAN PORTS ASSOCIATION**  
**1<sup>st</sup> Floor, South Tower, NBCC Place,**  
**Bhisham Pitamah Marg, Lodhi Road,**  
**New Delhi- 110003**  
**Phone : 24369061, 24369063,**  
**Email : [ipa@nic.in](mailto:ipa@nic.in) Website : [www.ipa.nic.in](http://www.ipa.nic.in)**

Due at **03.00** P.M. on **30.03.2016**

Tender Cost : Rs. 1000/-

## INDIAN PORTS ASSOCIATION

**TENDER No. IPA/GAD/DG set/2016 dated 9/302016**

**TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 180 KVA, 415V, 1500 RPM DIESEL GENERATOR WITH AMF PANEL INCLUDING CAMC FOR THE PERIOD OF 5 YEARS AFTER EXPIREY OF 2 YEARS GUARANTEE PERIOD, UNDER TWO COVER SYSTEM**

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Tenders will be opened in IPA, Conference Hall at the "Office of the Indian Ports Association, 1st Floor, South Tower, NBCC Place, Bhisham Pitamah Marg , Lodhi Road, New Delhi- 110003.

**S/d**

**CHIEF ADMINSTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

**INDIAN PORTS ASSOCIATION**

**NOTICE INVITING TENDER**

**TENDER No. IPA/GAD/DG set/2016 dated 9/302016**

**Sub: "TENDER FOR THE SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 180 KVA, 415V, 1500 RPM DIESEL GENERATOR WITH AMF PANEL INCLUDING CAMC FOR THE PERIOD OF 5 YEARS AFTER EXPIREY OF 2 YEARS GUARANTEE PERIOD, UNDER TWO COVER SYSTEM**

Pre-bid Meeting : 24.03.2016 at 11.00hrs

Last Date of bid Submission : 30.03.2016 at 15.00 hrs.

Date of opening of bids : 30.03.2016 at 15.30hrs

For further details please visit: [www.ipa.nic.in](http://www.ipa.nic.in) or [www.eprocure.gov.in](http://www.eprocure.gov.in)

**S/d**

**CHIEF ADMINSTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

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## **1. NOTICE INVITING TENDER**

### **INDIAN PORTS ASSOCIATION**

**Tender No: IPA/GAD/DG set/2016 dated 9/302016**

Details about tender:

Tender inviting	MANAGING DIRECTOR , INDIAN PORTS ASSOCIATION
Tender Notice No.	<b>IPA/GAD/DG set/2016 dated 9/302016</b>
Name of Work	Supply, Installation, testing & Commissioning of Outdoor type 180 KVA Diesel Generator with AMF panel including Comprehensive Annual Maintenance Contract for the period of 5 years after expiry of 2 years guarantee period.
Estimated Cost	Rs. 14,00,000/-
Bidding Type	Open Tender under two cover system ( Cover I - technical bid with EMD and Tender Fee on separate cover, Cover II – (Schedule of Prices & Quantities) Price Bid on Separate Cover). All the covers shall be sealed in the main cover and submit the same on or before due date.
Tender Cost	Rs. 1000/- in the form of DD in favour of “Indian Ports Association” payable at New Delhi.
EMD Cost	Rs. <b>28,000/-</b> Or produce NSIC /MSME certificate (similar work) for exemption of EMD
Security Deposit	10 % of the contact value . Two parts (i) 5% on contract value (ii) 5% retention money deducted from the running bills.
Performance Guarantee	10% of the contact value for the period of 2 years during the Guarantee period .
Completion Period	Entire work shall be completed within 3 months from the date of issue of LOA.
CAMC	Comprehensive Annual Maintenance contract (CAMC) is 5 years after expiry of 2 years Guarantee period.
Address of communication	INDIAN PORTS ASSOCIATION, 1 <sup>st</sup> Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi- 110003. Tel No: 24369061,24369063

<p>Qualifying Criteria :</p>	<p><b>PRE-QUALIFICATION CRITERIA / BIDDING CONDITION</b></p> <p>i) The <b>Average Annual Financial Turnover</b> during the last Three (3) years ending 31<sup>st</sup> March 2015 should be at least <b>INR Rs.5.00 Crores</b>. (<i>Copies of Audited Profit &amp; Loss Accounts and Balance Sheet for the last three financial year 2012-13, 2013-14 and 2014-15 shall be submitted.</i>)</p> <p>ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-</p> <p>a) <b>One</b> similar completed work of contract value not less than <b>Rs.12.00 lakhs/-</b>; ie 80% of the total contract value (OR)</p> <p>b) <b>Two</b> similar completed works of contract value not less than <b>Rs.9.00 lakhs/- each</b> ie 60% of the total contract value (OR)</p> <p>c) <b>Three</b> similar completed works of contract value not less than <b>Rs.6.00 lakhs/- each</b> ie 40% of the total contract value</p> <p>‘SIMILAR’ Works – means “ Supply, installation ,testing and commissioning of 180KVA DG sets and above with AMF panel from Central Govt/State Govt / Port sector and other reputed organization.</p> <p><b>Pl Note:</b> The Tenderers shall enclose the copy of Work Order copies for similar works, successful completion certificates with performance from clients indicating the date of completion, value of work done, etc.</p>
<p>Date &amp; Place of Pre Bid Meeting</p>	<p><b>24/03/2016 at 11.00 hrs</b></p>
<p>Date of submission of bids</p>	<p><b>30/03/ 2016 at 15:00 Hrs.</b></p>
<p>Date of Opening of bids (Technical )</p>	<p><b>30/03/ 2016 at 15:30 Hrs.</b></p>
<p>Bid Validity Period</p>	<p><b>120 Days</b></p>

Seal and Sign the Tender documents	<ul style="list-style-type: none"> <li>• <b>Tender documents duly signed and sealed by authorized person for acceptance of tender without any deviation.</b></li> <li>• <b>No addition , deletion and alteration in the documents by the bidders,</b></li> </ul>
Address:	<b>Managing Director, INDIAN PORTS ASSOCIATION 1<sup>st</sup> Floor, South Tower, NBCC Paace, Bhisham Pitamah Marg, Lodhi Road, New Delhi-110003</b>
Contact Details	Tel No. 01124369061, 24369063, 24365041

**S/d**

**CHIEF ADMINSTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

**INSTRUCTION TO TENDERERS (ITT)**

1. Tenders in sealed covers superscribed as **“TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 180 KVA, 415V, 1500 RPM DIESEL GENERATOR WITH AMF PANEL INCLUDING CAMC FOR 5 YEARS AFTER EXPIRY OF 2 YEARS GUARANTEE PERIOD, UNDER TWO COVER SYSTEM** as detailed in the Specification under Schedule “A” attached herewith and in accordance with instructions to tenders, conditions of contact, etc. shall submitted to the office of the Managing Director, IPA located at the **1<sup>st</sup> Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi- 110003** on due date of submission on or before **15.00 hrs on 30/03/2016** .

**2.0. ELIGIBILITY CRITERIA:**

- i) The **Average Annual Financial Turnover** during the last Three (3) years ending 31<sup>st</sup> March 2015 should be at least **INR Rs.5.00 Crores**. Annual turnover, profit and loss statements, balance sheet and Auditor’s report for the last three years shall be submitted duly audited by Chartered Accountant along with original copy for the year 2012-13, 2013-14 and 2014-15).
- ii) The Tenderer should have experience in ‘Similar Works during last 7 years ending last day of month previous to the one in which tenders invited should be either of the following:-
- a) **One** similar completed work of contract value not less than **Rs. 12.00 lakhs**; ie 80% of the total contract value  
(OR)
  - b) **Two** similar completed works of contract value not less than **Rs. 9.00 lakhs- each** ie 50% of the total contract value  
(OR)
  - c) **Three** similar completed works of contract value not less than **Rs.6.00 lakhs/- each** ie 40% of the total contract value

‘SIMILAR’ Works – means “Supply, installation, testing and commissioning of 180KVA DG sets and above from Central Govt/State Govt / Port sector and other reputed organization”.

**P1 Note:** The Tenderers shall enclose the copy of Annual Financial Turnover for last 3years ( original copy certified by CA with P/L a/c and balance sheet ) , work order copies for similar works, successful

completion certificates with performance from clients indicating the date of completion, value of work done, etc.

### **3. TEST OF RESPONSIVENESS**

Prior to evaluation of Applications, the Authority shall determine whether each Application is responsive to the requirements of the tender. An application shall be considered responsive only if:

- a. it is received by the Application Due date including any extension there of
- b. it is signed, sealed, bound together in the hard copy of the Tender document.
- c. Auditor's report of Annual turn over for last three years in original and audited copies of profit and loss statements and balance sheet for last three years by CA.
- d. Copies of work order for similar works, successful completion certificate with performance and value of work done.
- e. it is accompanied by the Power of Attorney
- f. it contains all the information in formats and documents as requested in all respects
- g. Copy of EPF, ESI registration Number
- h. Copy of service Tax registration number

### **4. TECHNICAL AND COMMERCIAL COVER- I:**

The tenderer shall submit the following documents in the Technical and Commercial bid-cover I:

- a) The tender document cost for this tender is Rs. 1000/- (Rupees One Thousand rupees only) in the form of Demand Draft on any Nationalized/Scheduled Bank on "Indian Ports Association" payable at New Delhi".
- b) The Earnest Money Deposit for this tender is **Rs. 28000/- (Rupees thirty eight thousand only)**. The amount may be in the form of Demand Draft on any Nationalized/Scheduled Bank on "Indian Ports Association" payable at New Delhi" or valid NSIC and Profit and loss statements and experience in similar works as per Eligibility criteria.
- d) Tender documents with seal sign in all pages with relevant documents and drawings either in the scanned copy or Hard copy.
- d) The tenderer should not indicate the rate anywhere directly or indirectly in Cover I. Any such offers will disqualify the tender forthwith.

## **COVER – II**

- (a) The Cover– II Schedule of Quantities and Prices,” - Schedule – ‘A1’ (Price Bid) shall be submitted in a separate sealed cover super subscribed there as “ **Price Bids-not to be opened**”.

### **5. HARD COPY**

The hard copy of sealed and signed tender document in every page with relevant documents and drawings along with original Demand draft of Tender fee and EMD shall be submitted in the office on before the due date of submission.

### **6. POWER OF ATTORNEY**

Tenderers are required to submit a Power of Attorney as in **Appendix-I**. In the case of company, the Power of Attorney shall be supported by the Board Resolution duly attested by the Company Secretary or any Director of the Board of the Directors of the Company, authorizing the signatory of the Tenderer to provide information and to commit to the terms and conditions of the IPA Tender Document.

### **7. LANGUAGE**

The Tender and all related correspondence and documents shall be written in English Language. The technical details, relevant drawings and other information shall be provided in English only.

### **8. EARNEST MONEY DEPOSIT**

The Earnest Money Deposit for this Tender is **Rs.28,000/- (Rupees Twenty eight thousand only)**.

The Demand Draft on any nationalized /scheduled bank payable favouring “Indian Ports Association payable at New Delhi” or To claim exemption under Clause above, the Tenderers are required to produce an attested copy of the NSIC and MSME registration certificate. The attestation should be from a Gazetted Officer of Central/State Government. The exemption from the payment of E.M.D. will be allowed only if the tender item of work/supply is covered in the enlistment statement attached to the certificate. No claims for exemption without the details stipulated above will be considered.

This shall be kept in main cover along with cover-I (Technical bid) and cover-II(Price bid) and shall not be sent separately. For tenders not submitting the Tender fee and EMD, the technical bid will not be opened for further evaluation and the bid will be summarily rejected.

The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer – after the payment of Security Deposit.
- b) Unsuccessful Tenderers, validity extended Unsuccessful Tenderers – after finalization of the L1 of contract.
- c) Validity not extended Tenderers – within 20 days on submission of claim along with advance stamped receipt.

No interest shall be paid by the IPA on the Earnest Money Deposit from the date of its receipt until it is as refunded as indicated above under any circumstances.

The Tenderer shall furnish the details of Bank Account No., Bank Name and branch, etc., for the refund of EMD. However, Tenderer shall submit Advance stamped receipt for refund of EMD amount. The advance stamp receipt shall be duly filled APPENDIX - V.

## **9. VALIDITY**

The prices quoted by the Tender must be firm & fixed and should hold good. The bid validity for **120 days** from the date of opening of the tender.

## **10. SECURITY DEPOSIT**

- (i) The person who's tender is accepted, the firm must within 21 days of receipt of notice of such acceptance or within such extended time as may be allowed, by the Managing Director at his discretion, deposit as security of 10 % of the Total value of the contract as mentioned below.

Security deposit shall consist of two parts: a) Security and b) Retention money to be recovered from Running bills. Security deposit should be 10% of contract price of which 5% of contract price rounded off to nearest 100 rupees should be submitted as Demand draft favouring "Indian Ports Association" payable at New Delhi" drawn from any scheduled / Nationalised Bank within 21 days of issue of Letter of Acceptance and balance 5 % shall be recovered as Retention Money from running bills. Recovery of 5 % of Retention Money to commence from the first bill on wards subject to a maximum of 5% of Contract value. Thereafter, the total of 10% (security 5% and 5 % Retention money) shall be returned within 15 days from the date of submission of performance Bank Guarantee against the guarantee period.

- (ii) On receipt of full security deposit as arrived at in clause (10) above in any manner aforesaid the Earnest Money submitted

with the Tender will be refunded. No interest will be allowed on the earnest money from the date of its receipt until it is refunded. In the case, however for unsuccessful Tenderers, Earnest Money will be refunded, as soon as possible after the finalisation of L1 of the contract. Alternatively the successful Tenderer shall when his tender is accepted, furnish security as specified in Clause (10) above after giving credit to the amount deposited by him as Earnest Money. The Earnest Money shall retain its character as such, till the Security Deposit is furnished by the Tenderer.

**11. FOREFEIT OF EMD:**

Where a person whose tender has been received on behalf of the IPA intimate, the Managing Director that he is not willing to abide by the terms of the Tender or goes behind the clarifications made before the Managing Director or to the Tender Committee appointed to scrutinise the Tenders in respect of terms of the tender, or withdraws the tender before receipt of final acceptance or where a person whose tender has been accepted fails (i) to execute an agreement in such form as aforesaid in respect of all works for which the Tender is accepted within one month of such acceptance is made known to him (or) (ii) to furnish the Security Deposit within the prescribed time the Earnest Money deposited by such person shall be forfeited and in cases of (ii) above, the contract is liable to be cancelled or the agreement if executed is liable to be treated as null and void.

Further the Tenderer undertakes, if his Tender is accepted to enter into and execute when called upon to do so, an Agreement with such modifications as agreed upon and unless and until the formal agreement is prepared, and executed this Tender together with the written acceptance shall form a binding contract between the IPA and the Contractor.

**12. EXECUTION OF CONTRACT AGREEMENT**

- ii) The contractor shall execute an agreement with the IPA within 21 days from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 21 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the IPA's similar tenders.
- iii) The cost of stamping the contract agreement must be borne by the successful Tenderer.

- iii) The place of stamping and signing of Agreement shall be at New Delhi only.
- iv) Further, if the successful contractor undertakes, to enter into and execute, when called upon to do so, an agreement, with such modifications as agreed upon and unless and until the formal agreement is prepared and executed, the successful contractor's offer, IPA order and the written acceptance for the receipt of IPA order of the successful contractor shall form a binding contract between the IPA and the contractor.  
The contract Agreement shall include amended final tender document, pre-bid queries, various clarification letter, written approval by the IPA authorities, Amended to the contract agreement and any other conditions as agreed upon by the IPA and the contractor

### **13. FORMAT AND SIGNING**

The Tender Documents submitted to the IPA shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the Tenderers. The tender document should be submitted duly signed at the bottom of each page.

### **14. ENTRY PASS AND SITE VISIT**

The IPA will grant the Tenderer, permission for a site visit on receipt of a formal written request, one day in advance of the proposed date of the visit. The cost of visiting the site, if any, shall be borne by the Tenderer and any of its personnel and agents will be granted permission by the IPA for the purpose of such inspection on the condition that the Tenderer. The Tenderer will be responsible for personal injury, loss, damage to property and any other loss, damage, costs and expenses incurred as a result of the inspection etc., during site visit.

### **15. DISCLAIMER**

Each Tenderer shall conduct his own investigation and analysis, check the accuracy, reliability and completeness of the information provided in this Tender Document at his own cost and expenses.

It would be deemed that prior to submitting the Tender, the Tenderer has (a) made a complete and careful examination of requirements and other information set forth in this Tender, (b) received all such relevant information as it has requested from the IPA, and (c) made a complete and careful examination of the various aspects of the Project including, but not limited to, (i) the site, (ii) existing facilities and structures, (iii) the conditions of the access roads, waterfront and utilities in the vicinity of the site (iv) applicable laws and

applicable permits and (vi) all other matters, including Guidelines, as amended from time to time, bye-laws, rules and regulations made there under, any administrative or other directions and guidelines given under the said Act as amended from time to time, a statement of conditions prescribed under the said Act as amended from time to time, and all other statutory enactments in relation to the Project or Project Services that might affect the Tenderer's performance under the terms of this Tender Document.

The IPA shall not be liable for any omission, mistake or error or neglect by the Tenderer in respect of the above.

**16. FORMAT OF TENDER DOCUMENT**

The Tenderer shall furnish two sets of tender documents with all details and drawings. Each copy of the offer shall be superscribed appropriately as "Original" and "Duplicate".

**17. RIGHT TO ACCEPT / REJECT TENDERS**

(a) Notwithstanding anything contained in this IPA Tender Document, the IPA reserves the right to accept or reject any or all Tender(s) and part thereof at any time without assigning any reasons and without any liability or any obligation for such acceptance / rejection.

(b) Telegraphic / fax / telex offers will be treated as defective, invalid and rejected. Only detailed completed offers received as specified above, prior to the closing time and date of the tender will be considered as valid offer.

**18. MATERIAL MISREPRESENTATION**

The IPA reserves the right to accept or reject any or all of the tenders and to annul the tender process, at any time prior to the award of contract, without any liability for such action.

**19. ASSISTANCE IN OBTAINING APPROVALS**

The IPA agrees to, at the request of the Tenderer, but without guarantees and / or without assuming any responsibility in that behalf, issue recommendatory letters and make best efforts to assist the Tenderers in obtaining all the applicable permits at the Tenderer's cost including renewals thereof, provided that nothing contained in this Clause shall relieve the Tenderer of its obligations under the Agreement to obtain the Applicable Permits and to keep them in force and effect through out the Contract Period. In cases found appropriate the IPA may, at the request of the Tenderer and at the sole discretion of the IPA issue recommendatory or supporting letters to any Government Authority recommending the proposals of Tenderer.

- 20.** The Indian Port Association do not bind themselves to accept the lowest or any tender or part thereof and reserve the right to accept or not accept any or all of the tenders either in whole or in part, without assigning any reason.
- 21.** The IPA will not issue any 'C & D' Form. Hence, the Tenderers are advised to quote specifically & clearly the percentage of sales taxes, if any, in the price bid covers.
- 22.** The IPA reserves the right to seek any Technical and commercial clarifications.

**s/d**

**CHIEF ADMINISTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

**SCHEDULE - 'A'****TECHNICAL SPECIFICATION****1.0 GENERAL**

Indian port Association proposes to procure 1 No. outdoor type, 180 KVA, 415 Volts, Diesel Generator Set including CAMC at rest house, Lodhi Road.

**2.0 SCOPE OF WORK**

Supply factory assembled, factory tested Engine-Alternator set with CPCB approved acoustic enclosure capable of delivering not less than 180 KVA at 0.8 pf at site conditions including all accessories like base frame, residential silencer, exhaust flexible piping, fuel tank, fuel piping (B class) with valves and other fittings for supply and return lines, fuel transfer pump with hose pipes and clips, suitable capacity of battery for starting on MS frame, battery charging dynamo/alternator necessary Anti vibration mounting arrangements, with manual control panel, Engine instrument panel, armoured copper conductor control cable with suitable glands from Genset to AMF panel etc., complete conforming to the attached specifications as required.

- i) Supply, Installation, Testing and Commissioning of 1 No. 180 KVA capacity, 415 Volts, 1500 rpm outdoor Diesel Generator Set with Acoustic enclosure type diesel generator set.
- ii) Supply of all materials and making suitable PCC foundation, base frames and anti-vibration pads.
- iii) Design, Supply, Installation, Testing and Commissioning of 1 No. Microprocessor based Auto-Mains Failure (AMF) panel complete with distribution cubicle switchboard and its allied equipments.
- iv) Supply and laying of LT 1.1 KV, 3.5 x 185 sq.mm underground Aluminium cable from DG Set – AMF panel- Load distribution panel, Main panel – AMF panel and making end terminations with heat shrinkable and joints for LT cable.
- v) Earthing to be carried out as per latest IS standards for the Generator Set.
- vi) After successful completion of DG Set, the bidder shall carry out Comprehensive AMC for five years after expire of two years guarantee period.

- vii) Buyback of existing 125KVA DG set which is installed and successfully running condition at Rest House, IPA, New Delhi. The Contractor shall offer higher rate under buyback arrangement including removal of existing 125KVA DG Set with complete accessories at site.

The successful carried out the above complete work as per IER and other relevant standard. The scope of work is not restricted, If, any material is shortage, the contractor full fills the complete system as per IER and relevant standard on the offered rate.

### **3.0. APPROVED MAKES:**

Sl. No.	Description	Approved Makes
1.	Engine	Cummins - Powerica /Kirloskar/ Greaves Cotton/ Mahindra/ Ashok Leyland
2.	Alternator	Kirloskar / Stamford / Leroy Somer / Cater Pillar /
3.	Microprocessor for AMF panel	Seimens, Deepsea, ABB
4.	MCCB	L&T / Siemens / Schneider / ABB
5.	Panel Meters	AE / IMP / Universal / Reshabh / Kaycee / Meco Enercon.
6.	Lead Acid Battery	Exide / Furukawa / Amco / Amara Raja/ Crompton Greaves.
7.	Power Cables	Polycab/ Finolex/Torrent/Havells
8.	Fire Extinguishers	ISI MARK

### **4.0 DETAILED TECHNICAL DESCRIPTION**

#### **A) DIESEL ENGINE**

Diesel Engine shall be Water cooled of any of the approved make capable of developing required BHP at 1500 rpm confirming to BS 5514/ISO 3046. To deliver specified continuous alternator output at 0.8 lagging power factor at NTP condition.

The exhaust pipe line shall be of suitable dia for fixing the residential silencer with suitable supports at suitable intervals with all its accessories such as bends, flanges, couplings etc.(including rain cap at the end to prevent the water entering inside) providing sleeves at the wall crossing complete as required.

The exhaust pipe line shall be with thermal insulation with glass wool, covered with wire mesh and gladded with 24 gauge aluminium sheet.

Engine shall be of four strokes and shall be of reciprocating compression ignition (Diesel) type, Multi cylinder with electronic fuel governor suitable for the above generating set.

#### **I) ENGINE INSTRUMENT PANEL AND SAFETY CONTROLS**

i) INSTRUMENT PANEL

It shall comprise of the following:

- a) Starting switch with key
  - b) Lube oil pressure gauge
  - c) Lube oil temperature gauge
  - d) Battery charging ammeter
  - e) Stop push button or lever.
  - f) Water temperature indicator
  - g) Radiator water level indicator.
- ii) Safety control auto cut off for low lube oil pressure, High water temperature and over speed with audio and visual lamp indication on control panel.
- iii) Hour meter cum RPM indicator.

**ENGINE ASSOCIATED ITEMS**

- i) Residential type silencer
- ii) Fuel tank
- iii) Hand operated fuel transfer pump with 5 mtr. length suitable hose pipe.

II) **SPEED& GOVERNING**

The Engine shall be fitted with electronic governing system as per relevant BS specification amended up to date.

III) **ENGINE START**

Engine shall be cold and self starting type. The starter battery shall conform to IS 7372 amended up to date and of sufficient capacity to meet the Engine starting and control gear requirements.

IV) **QUIETNESS OF OPERATION**

The set shall have minimum vibration, noise under all conditions of load. The set shall be properly dynamically balanced.

V) **SILENCER**

Efficient heavy duty residential type silencer for the exhaust shall be supplied. The residential type silencer shall be capable to provide about 20-30 db suppression in noise. A test



E) **AUTO MAINS FAILURE PANEL**

The AMF panel shall be fabricated out of CRCA steel sheet of minimum 16 SWG, totally enclosed dust, dump and vermin proof, cubicle type with easy accessibility to all control wiring. PVC insulated copper wire from front. Panel shall have sufficient working space for making connections of cables etc. Tinned copper bus bars of adequate dimension shall be provided. The HRC fuses for instruments and control circuit shall be provided. Necessary cable gland for connecting incoming and outgoing cables shall be provided. All doors and joints will be suitably gasketed to form dust and vermin proof. The panel shall be powder coated. The AMF panel will be complete in all respects with busbars, neutral links control system etc. and will comprise of the following:

- i) 2 nos. 4 Pole 400A, MCCB (with OIL, SI & EIF protection) breaking capacity 50KA, for mains (EB) & alternator with i/c CT's, Auxiliary contacts, under voltage release, door interlocking, indication lamps for ON/OFF i/c & o/g copper busbars of rating not less than 600A with suitable supports.
- ii) 2 nos. 400 Amps rated 4 pole contactors for mains & Alternator with Over Load Relay.
- iii) 0-500V digital type voltmeter with selector switch and protective fuses.
- iv) 0-500A digital type ammeter with selector switch and current transformer of class I, 15V A burden.
- v) 1 No. Frequency meter
- vi) Power Factor Meter.
- vii) 1 No. Load Manager.
- viii) KWH meter i/c CT's of 400/5A rating, 15V A burden.
- ix) Pilot lamp for ON & OFF for "Set ON", Load ON", MCCB Trip(LEDs) for Mains and Alternator.
- x) Suitable knock outs for receiving UG cables.
- xi) Audio Visual annunciation & tripping for LLOP, HWT and over speed. The hooter used for alarm purpose shall work on 24V DC supply and shall be of heavy duty type.
- xii) Push button switches for Start, Stop, Acknowledge, reset and tripping of MCCB with necessary solenoid switches, wiring etc.
- xiii) Auto / Manual/Bypass Selector.
- xiv) Bilingual MV danger notice plate of 250mm x 200mm made of

at least 2mm thick and vitreous enameled white on both sides and with inscription in signal red colour on front sides as required.

F) **THYRISTOR CONTROLLED STATIC BATTERY CHARGER**

Battery charger of suitable rating shall be of semiconductor type with automatic boost cum trickle selection with auto cut off facility and with suitable ammeter and voltmeter for charging from AC mains. It shall be provided in addition to dynamo along with the engine. The tenderer shall include AC and DC wirings of battery charger in recess/surface armoured U/G cable of copper conductor.

G) **MICROPROCESSOR BASED AMF CONTROLLER**

The AMF panel power command control is microprocessor based generator set monitoring and control system mounted in the genet control panel. The control provides simple operator interface to the indication and an LCD hour counter. The integration of all function in to single control system provides enhanced reliability and performance compared to conventional generator set control systems.

**i. CONTROL SYSTEM**

The standard control system includes all the functions necessary to locally or remotely start and stop and protect the generator set.

**ii. KEY SWITCH – OFF AND MANUAL/AUTO**

In the OFF mode, the generator set is immediately shut down (if running) and cannot be started. It also resets any faults, in this mode, all power is removed from the control and its outputs in MANUAL/AUTO model, the control is powered. The manual start push button and remote start input become enabled.

**iii. MANUAL START BUTTON**

This button will initiate a Genset start sequence when the control is in manual/auto mode. This button is locked out when the engine is running.

**iv. LED INDICATIVE LAMPS**

The control includes LED lamp indication for the following functions:

- a) Fail to start
- b) Over speed, under speed
- c) Low oil pressure
- d) High engine temperature
- e) Battery charging alternator fail

**v. LCD ENGINE HOUR COUNTER**

The control includes an LCD engine hour counter. The counter will increment whenever the engine is running.

## **vi. FUNCTIONS : CONTROL/PROTECTION**

Remote Start – When in Manual/Auto mode the control accepts a ground signal from remote devices to automatically start the generator set.

### **Over speed shutdown**

Engine Starting – The control system supports automatic engine starting, which included solid state outputs for starter control, and fuel solenoid control. The start disconnect is achieved by monitoring main alternator output frequency – Low lube oil Pressure Shutdown and High Engine water temperature shutdown.

Starting Sequence – in the Manual/Auto mode, the crank cycle is repeated upto 3 times, if starting is still unsuccessful a Fail to Srt fault is generated. If the engine starts, the crank cycle is terminated at crank disconnect frequency of 20 Hz. – Under speed Shutdown, Fail to Start, Shutdown after 3 attempts, Battery charging alternator fail warning.

## **vii. Microprocessor based AMF module incorporating: Functions:**

- Supply failure timer
- Restoration timer
- 3 impulse automatic engine start / stop logic
- Mains / generator voltage & frequency sensing

### **controller with the following features:**

- Water temperature / Lube oil pressure / engine speed
- Voltage / ampere / frequency / KVA
- Running – hour counter
- No. of starts
- Fault indication ( LED type)
- Over / under speed
- Fails to start
- Low oil pressure
- High engine temperature
- Under / over voltage
- Over current
- Combined meter for kW / Power Factor / |KVA
- Electronic KWH meter ( counter display)
- Current transformers

### **Relay**

- Earth Fault Relay ( Electronic type)

### **Indications ( LED)**

- DG ON, Load on DG
- Mains ON, Load on Mains, Battery Charger ON

**Push Buttons (AMF module by pass mode)**

- Generator contactor close / trip
- Mains contactor close / trip ( If provided)
- Fault accept /reset.

H) **GENERAL REQUIREMENTS**

The engine and alternator shall be assembled on a common base frame. Alternator shall be directly coupled to the engine by means of flexible couplings. The alternator shall be provided with its own exciter. When separate units are provided for this purpose, they shall be driven by the alternator shaft itself.

I) **LUBRICATION**

Lubrication shall be positive pressure type lubricating for all moving parts. No moving parts shall be required lubrication by hand either prior to the starting of the engine or while it is in operation. Lubrication oil shall conform to relevant IS amended up to date. Necessary lubricating oil filter shall be provided for operation at normal conditions for a period of 250 hours, without any necessity of replacement and cleaning. Temperature and pressure gauges shall be fitted to the lubricating system.

J) **FUEL SYSTEMS /FUEL TANK**

The fuel tank shall have capacity of 300 litres. The tank shall have level indicator marked in liters, filling inlet with removable filter.

K) **OPERATING CONDITIONS**

The Engine Alternator shall be capable of delivering the specified output under the site conditions.

L) **OTHER GENERAL REQUIREMENTS**

(i) **THE PERIOD OF OPERTATION**

The Engine Alternator set offered shall be continuous duty type conforming to BS 5514. The set may be idle for a period except for routine test periodically.

(ii) **OVER LOAD**

The set shall be capable of taking 10% overload for a period of one hour during any 12 hours period while operating continuously at full rated load.

(iii) **OUTPUT VOLTAGE FREQUENCY AND WAVE FORM**

Normal output voltage shall be 415 volts with  $\pm 2.5\%$  manual adjustment at all conditions of load with coarse and fine controls. Frequency shall be 50 cycles per second  $\pm 4\%$ . Output wave form shall be sinusoidal at all load conditions. Alternator shall be of brushless type provided with AVR suitable

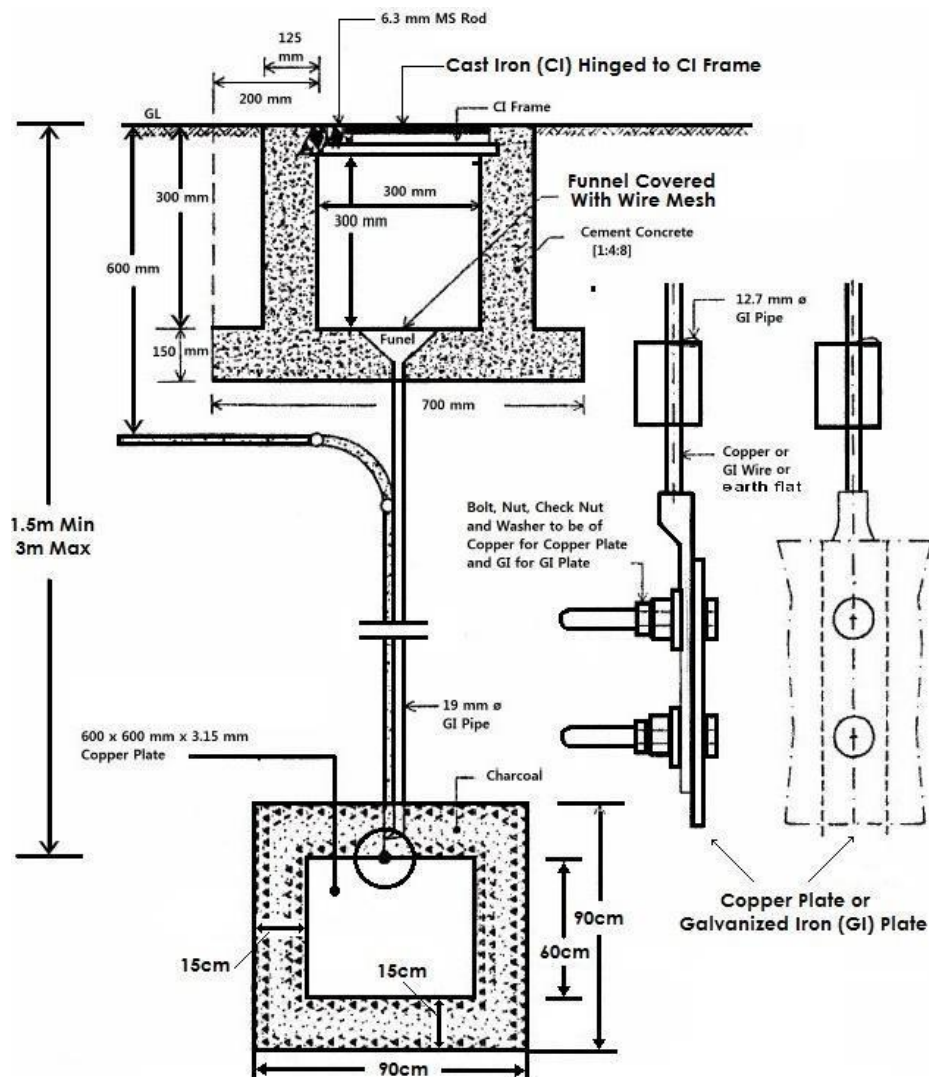
for voltage regulation of  $\pm 2.5\%$  or better at all load conditions and with prime mover speed drop up to 4% of nominal speed. Alternator shall be provided with radio frequency suppressor and in built frequency rollover protection.

(iv) SAFETY PROVISION

All Exposed moving parts like fan blades etc. shall be provided with suitable Guards / covering to avoid the chances of accidents.

(v) EARTHING

Provision shall be made for earthing of all non current carrying metal parts of the equipment earth lugs of suitable size shall be provided wherever earth connection to the apparatus are necessary earthing work shall be carried out as per IE rules / IS specifications amended upto date. The tentative foundation drawing shown for the reference. However, to carry out work as per the site condition.



(vi) FINISH

All exposed metal parts shall be suitably finished to prohibit corrosion under climatic conditions prevailing at site.

M) **SUPPLY AND LAYING OF 3.5 CORE X 185 SQ.MM.**

The cable measurements are tentative and may vary as per site condition. Supply and laying of Aluminium XLPE L.T. underground cable of 1.1KV voltage grade, extruded PVC inner sheathed, single layer of galvanized steel wire / strip armoured, over all PVC sheathed conforming to IS 7098 Part I 1985 with latest amendments with ISI mark of approved make.

Note: i) Test certificates from the manufacturers for the cable shall be submitted along with the supply of cable.

LT cable shall be laid and connected to main panel, AMF panel, DG set and Load distribution panel. The cable quantity shown in the price schedule is tentative. The Contractor shall measure the quantity and supply the same. However, the payment will be made by actual length.

The end termination for 1100V grade underground cables shall be of crimping type lugs shall be supplied by the contractor. The crimping type lugs shall be installed by highly skilled personnel.

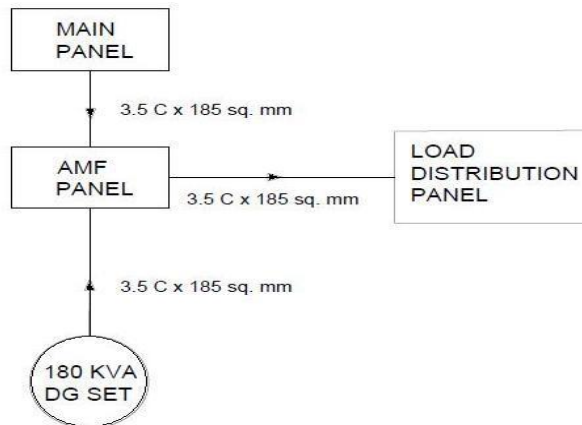
Scope of work shall also include Control cable for DG Set. The cable shall be laid underground / on wall / in pipe/existing trench as per site requirement.

After installation of Distribution Panel testing and commissioning shall be done as directed by Engineer in charge.

N) **INSTALLATION, TESTING AND COMMISSIONING**

Installation, testing and commissioning of the above Genset complete with its acoustic enclosure, AMF panel and all equipments, accessories/ associated items on the existing cement concrete floor / foundation including supplying consumables like lube oil, fuel and providing artificial resistive load, cabling, switching arrangements, etc., for trial run (i.e. 2 hours full load, 1 hour 10% overload & 1 hour at no load) and final Acceptance Testing of Genset (i.e. full load for 6 hours & 10% over load for 1 hour) including topping up of lube oil upto full mark and filling of fuel suitable for working etc., as per specifications as required. The tentative foundation drawing shown for the reference. However, to carry out work as per the site condition.

INSTALLATION & COMMISSIONING OF  
180 KVA DG SET



**5.0 ACCEPTANCE TEST**

The test shall be with artificial resistive load only and nonlinear load will not be arranged for testing purpose.

**6.0 INSULATION TEST**

Immediately after the over-load test, the insulation resistance between the stationary coil and the frame is tested with 500V Meggar

**7.0 REGULATION TEST**

The Automatic and manual regulation of the alternator at no load, half load and full load are noted for the nominal voltage of 230 Volts between phase and neutral at power factor 0.8. All the arrangements for all the test shall be the responsibility of the tenderer.

**8.0 FUNCTIONAL TEST**

Performance of incoming switch / circuit breaker starting arrangement for the engine safety features, instruments and control panel etc., shall be verified.

**9.0 MAINTENANCE WORK DURING GUARANTEE PERIOD AND CAMC PERIOD**

- i. After successful installation by the Contractor and accepted by IPA, annual maintenance shall be carried out by the contractor for a period of five years after expire of 2 years guarantee period.
- ii. The annual maintenance work is comprehensive nature, therefore, all the repairing and maintenance cost including spares borne by the Contractor.

- iii. The contractor shall submit the maintenance schedule to IPA for approval based on OEM recommendation to carried out the maintenance work during AMC period.
- iv. Maintaining the operation record in Log book for the entire Operation & Maintenance Work and same will be submitted along with bill during payment.
- v. During the maintenance, the contractor properly cleaning D.G. sets , AMF panels etc and check all the parameters as per maintenance schedule and standards and also with the satisfaction of the IPA representatives.
- iv. The contractor shall arrange the training the technical staffs of IPA for operation of D.G.sets with AMF panel operation on tboth the mode i.e Auto/manual start of DG set immediately during failure of power supply & malfunctioning of AMF panel including important check list.
- v. The Bidder shall complete the preventive maintenance activity every quarterly and shall record in register with sign of appropriate authority of IPA.
- vi. The contractor shall arrange local representative, whenever fault occurs during the CAMC period for attend the same within 2hrs call logging by the IPA personnel.
- vii. Payment shall be made on quarterly basis during CAMC period . However , the contractor shall submit the availability records and also maintenance report with the bills.
- viii. The contractor shall be maintained 99%availability of the DG sets on each quarter and otherwise 1% deducted from the quarterly running bills .
- ix. The bidder shall provide the contact details, mobile no. E mail, Fax No. of deputed person for this Job & escalation matrix to higher supervisor.
- x. Similarly , contractor shall be maintained 99% availability of the D.G.sets and otherwise 1% cost on Performance Guarantee shall be deducted during the end of the Guarantee period.

#### 10.0 **OPERATION INSTRUCTIONS AND DRAWINGS**

The Contractor shall provide 2 sets of operation and maintenance manual, complete layout drawings of Genset, AMF panel with wiring, earthing system and battery charger for DC source compiled in the spiral binding hard copy and soft copy hand over to IPA representative.

## 11.0 **INSPECTION AND TESTING OF GENSET**

The engine alternator sets shall be tested at factory, before dispatch to site and at site as per detailed specification of NIT in the presence of department representatives.

All the following tests to check the performance of the set to meet the requirements of specifications shall be carried out at site after installation. The engine shall be run for at least half an hour on no load and then the engine shall be run continuously for six hours at its full rated load. The set will be tested with an overload of 10% for one hour. The over load test may be taken at any stage during the full load period and need not be at the end of six hours of full load test. During the full rated load test half hourly readings of the stationary coil temperature are to be taken and the rise in temperature should not be more than the value stipulated as per relevant clauses of insulation given in IS - 4722 - 1958. The fuel consumption should be within 5% of the manufacturers stipulated ratings.

s/d

**Chief Administrative Officer**  
**INDIAN PORTS ASSOCIATION**

## SCHEDULE OF PRICES AND QUANTITIES

### SCHEDULE 'A1'

#### PRICE SCHEDULE

##### Part - A

Sl. No.	Description of work	Unit	Qty.	Rate/Unit (Rs.)		Taxes & Duties (Rs.)	Amount (Rs.) (Including taxes)
				In figure	In words		
1.	Supply of outdoor type 180KVA acoustic enclosure Diesel generator Set 415V, 1500 RPM, 3 Phase, 50Hz with complete all accessories as detailed in Schedule-.A	Set	1				
2.	Installation, Testing, Commissioning of outdoor type 180KVA acoustic enclosure Diesel generator Set with complete accessories as per the specification and relevant standard in Schedule-A.	Set	1				
3.	Supply of Microprocessor/PLC based Auto-Mains failure (AMF) panel with distribution cubicle switchboard including all accessories as detailed in Schedule-A.	Set	1				
4.	Installation, Testing, Commissioning of Microprocessor/PLC based Auto-Mains failure (AMF) panel with distribution cubicle switchboard including all accessories as per the specification and relevant standard in Schedule-A.	Set	1				
5.	Supply of 3½C X 185 sq.mm. LT Aluminium XLPE cable as per IS : 7098 Part-2 of single length as detailed in Schedule-A.	Mtr.	60				

6.	Laying, testing and commissioning of 3½C X 185 sq.mm. LT Aluminium XLPE cable (single length) as per relevant standard as detailed in Schedule-A.	Mtr.	60				
7.	Making of suitable civil (PCC) foundation with base frame for installation of acoustic enclosure inbuilt with 180KVA D.G set as detailed in Schedule-A	L.S.	L.S				
8.	Earthing system for the DG set of size 600 x 600 x 3.15 mm Copper flat plate buried in ground in a depth of 2Mtr. from ground level with alternate layer of charcoal and salt including supply and fixing of 40mm dia perforated GI pipe funneling for watering purpose including construction of masonry pit with metal cover as per IS: 3043 as detailed in Schedule-A.	Set	4				
9.	Supply and laying of hot dip galvanized earth flat of size 50mm X 50mm X 6mm as per relevant standard as detailed in Schedule-A	Set	4				
<b>Total Amount 'PART 'A'</b>							

(In Words Rupees \_\_\_\_\_ only  
inclusive of all taxes and duties)

**TENDERER'S SIGN WITH SEAL**

**PART - B**

Sr. No.	Description of work	Unit	Qty.	Rate/Unit		Taxes & Duties	Amount (Rs.) (Including taxes)
				In figure	In words		
1.	Comprehensive Annual Maintenance Contract (CAMC) with full responsibility of carrying out repair and supply of required original spare parts to keep the DG set in fully operational condition for a period of 5 years, after expiry of 2 years Guarantee period.						
a.	1 <sup>st</sup> year CAMC	LS	1				
b.	2 <sup>nd</sup> year CAMC	LS	1				
c.	3 <sup>rd</sup> year CAMC	LS	1				
d.	4 <sup>th</sup> year CAMC	LS	1				
e.	5 <sup>th</sup> year CAMC	LS	1				
<b>TOTAL AMOUNT 'PART B'</b>							

(In Words Rupees\_\_\_\_\_

\_\_\_\_\_only inclusive of all taxes and duties)

**TENDERER'S SIGN WITH SEAL**

**PART- C**

Sr. No.	Description of work	Unit	Qty.	Rate/Unit		Amount (Rs.)
				In figure	In words	
1.	Buyback of existing 125KVA DG set and its complete accessories which was installed and successfully running condition at Rest House, New Delhi.	SET	1			
<b>TOTAL AMOUNT 'PART C'</b>						
<b>NET TOTAL = TOTAL OF [(PART A) + (PART B) – (PART C)]</b>						

(In Words Rupees \_\_\_\_\_  
\_\_\_\_\_ only inclusive of all taxes and duties)

**TENDERER'S SIGN WITH SEAL**

**Place :**

**Date:**

Note: The offered rates shall be inclusive of all taxes, duties and Service Tax.

**GENERAL CONDITIONS OF CONTRACT (GCC)**

**1. DEFINITIONS AND INTERPRETATIONS**

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

- (a) "BOARD" means the Governing Body of Indian Ports Association.
- (b) "MANAGING DIRECTOR" means the Managing Director of the Indian Ports Association.
- (c) "IPA" means Indian Ports Association having its office at 1<sup>st</sup>Floor, South Tower, NBCC Place, Bhisham Pitamah Marg, Lodhi Road, New Delhi- 110003.
- (d) Accepting authority shall be MD, IPA or his authorized representative.
- (e) "CONSTRUCTIONAL PLANT" means all appliances or things or whatsoever nature required in or about the execution, completion or maintenance of the `Works' or `Temporary Works' (as hereinafter defined) but does not include materials or other things intended to form or forming part of the permanent work.
- (e) "CONTRACT" means the General Conditions, Specifications, Drawings, Priced Bill or Quantities. Schedule of Rates, Prices (if any) tender and contract agreement.
- (f) "TENDERER" means the person or persons, firm or company whose tender has been accepted by IPA and Tenderer's permitted assigns.
- (g) "CONTRACT PRICE" means the sum named in the tender subject to such conditions thereto or deductions there from as may be made under provisions hereinafter contained.
- (h) "DRAWINGS" means the drawings referred to in the contract agreement and any modifications of such drawings approved in writing by the Managing Director or his representative.
- (i) "SITE" means the lands and other places on/under/in/of, through which the 'work ' are to be executed or carried out and any other lands or places provided by IPA for the purposes of the contract.

- (j) "TEMPORARY WORKS" means temporary works of every kind required in the execution, completion or maintenance of the works and which do not form an item of the `work' or `works'.
- (k) "WORKS" means the works to be executed in accordance with the contract under the relevant schedules.
- (l) The contractor shall abide by prevent rules and regulations for security and safety. Any material brought inside the premises of the IPA Rest House which is required to be taken out from the premises shall have necessary prior written permission from the IPA. Or his authorized representative.

## **2. EXTENT OF CONTRACT**

The contract comprises, the construction, completion and maintenance of the 'works' and the provision of all labour, materials constructional plant, temporary works and every thing whether of a temporary or permanent nature required in and for such construction, completion and maintenance so for as the necessity for providing the same is specified in or reasonably to be inferred from the contract.

## **3. COMPLETION PERIOD**

The entire work shall be completed within 3 MONTHS from the date of issue of LOA.

## **4. GUARANTEE PERIOD**

- (a) The contractor shall ensure no damage to the any IPA Properties during contract period. If any, the same shall be rectified and / or replaced at free of cost by the Contractor.
- (b) If during this 24 months guarantee period any defects are noticed, it shall be carried out by the contractor on free of cost.

## **5. CONTRACTOR'S SUPERINTENDENCE**

- (a) The Managing Director reserves to himself the right to cancel the contract for unsatisfactory progress in the work at any stage.
- (b) The Tenderer shall give or provide all necessary superintendence to the complete satisfaction of the Managing Director during the execution of the works and as long thereafter as the Managing Director may consider necessary. The Tenderer or a competent and authorised agent or representative approved in writing by the

Managing Director which approval may at any time be withdrawn is to be constantly on the work and shall give his whole time to the superintendence of the same. Such authorised agent or representative shall receive on behalf of the Tenderer directions and instructions from the Managing Director the Managing Director's representative.

**6. PROGRAMME TO BE FURNISHED**

As soon as practicable, after the acceptance of his tender, the Contractor shall, if required, submit to the Managing Director for his approval a detailed programme showing the order of procedure and method in which he proposes to carry out the works and shall whenever required by the IPA furnish for his information particulars in writing of the Contractor's arrangements for carrying out the works and of the constructional plant and temporary works which the Contractor intends to supply, use or construct, as the case may be. Submission to and approval by the Managing Director of such programme or furnishing of such particulars shall not relieve the Contractor of any of his duties or responsibilities under the contract.

7. If the progress of work is held up owing to circumstances which, in the opinion of the Managing Director are beyond the control of the Tenderer, such as war, stormy weather etc., the Managing Director may at his discretion, grant to the Tenderer such extension of time as he considers reasonable for the completion of the works. The grant of such extension of time shall not bestow on them for any claim or compensation/extra payment at a future date whatsoever.
8. The materials used on the work must be of first class variety corresponding to relevant ISS and other specifications laid in the contract. The work must be carried out in a workmanlike and expeditious manner and quality of work at each stage shall be subject to approval of the Managing Director. The Managing Director's decision as to the quality of such materials and work shall be final and binding on the Tenderer.
9. The Tenderer shall maintain at the site or work an Inspection Register, which must be produced by the Tenderer or his agent whenever called upon to do so by the Managing Director or his representative during their inspection of the work. If the rectifications ordered to be done are not carried out within the time specified by the Managing Director, the Managing Director shall have the right to get such work done by any other agency and to recover the cost thereof from the Tenderer. This inspection register shall be the duplicate copying type so that one copy of the entries get recorded in the Managing Director's Office. The Tenderer shall not make any entry of any kind in this register.

## **10. IPA'S REPRESENTATIVE**

The duties of the IPA's Representative are to watch and supervise the works and to test and examine any materials to be used or workmanship employed in connection with the works. He shall have no authority to relieve the Contractor of any of his duties or obligations under the contract or except as expressly provided hereunder to order any work involving delay or any extra payment or to make any variation or of in the works.

## **11. WORK TO BE TO THE SATISFACTION OF THE IPA:**

The Tenderer shall execute, complete and maintain the works strictly in accordance with the contract to the satisfaction of the Managing Director and shall comply with and adhere strictly to the Managing Director's instructions and directions on any matter (whether mentioned in the contract or not). The Tenderer shall take instructions and directions only from the Managing Director or his representatives.

## **12. LIQUIDATED DAMAGES/LATE DELIVERY CHARGES:**

**The Liquidated Damage/Late Delivery Charges:** The Liquidated Damages/Late Delivery Charges shall be deducted from any amount payable to or to be payable to the contractor/supplier including encashment of Bank Guarantee or any securities/guarantees, if any available with the IPA.

The maximum amount of Liquidated Damages/Late Delivery Charges shall be worked out based on the total contract/supply order value inclusive of all taxes and duties thereon.

In case of part/portions of the contract work/supply order completed and possession by the IPA and the IPA operates/can be made for operation of the part portion/supply order, the calculation of Liquidated Damages will be restricted to the uncompleted/undelivered value of the work/supply order subject to the amount of the maximum percentage prescribed for the Liquidated Damages/Late Delivery Charges of the total value of the contract/supply.

The Liquidated Damages/Late Delivery Charges shall be ½% of the contract value per week or a part thereof (a week is defined as 7 days inclusive of holidays) subject to a maximum of 10% of the total contract value.

## **13. SUPPLY OF MATERIALS AND LABOUR**

Except where otherwise specified in the contract the Tenderer shall at his own expense supply and provide all the temporary works, materials both for temporary and for works under the contract, labour (including the supervision thereof) transport to or from the site and in and about the works and other things of every kind required for the construction, completion and maintenance of the works. The Tenderer shall not hire

out any item or equipment brought by him in connection with the execution of the work under the contract to any other party in connection with any work of the latter in the IPA, without the written permission of the MD, IPA. Such permission may or may not be granted by the MD, IPA

14. The Tenderer shall at his own cost make due arrangements for the proper watch and safety of all materials and supplied to him by the IPA for the use on this work. He shall not remove such constructional or materials from the site without the permission of the Managing Director. If any of these materials are lost or damaged in any way due to negligence or carelessness on the part of the Tenderers or any of his employees, the cost for the materials lost or damaged and penalty for such negligence or carelessness of the Tenderer as determined by the Managing Director shall be recovered from the Tenderer from any moneys due to him or to become due to him.

#### **15. ASSIGNMENT AND SUB-LETTING**

The Tenderer shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the IPA. The Tenderer shall not sublet the whole of the works. The Tenderer shall not sublet any part of the works without the written consent of the IPA and such consent if given shall not relieve the Tenderer of any liability or obligation under the contract and he shall be responsible for the acts, defaults and neglects of any Sub-Tenderer and his agents, servants or workmen as if they were the acts, defaults, or neglects of the Tenderer, his agents, servants or workmen provided always that the provision of labour on a piece work basis shall not be deemed to be a subletting of assignment of benefit or interest under this clause.

16. The Tenderer shall be solely responsible for any accident, damage or injury caused to any of his employees or the IPA's employees in the execution of the works and shall hold the IPA blameless in respect thereof and also in respect of any claims made by any person in the employment of the Tenderer for any reason whatsoever.
17. (a) The Tenderer shall be responsible for all structural or decorative damage to IPA's or his own property and injury caused by the works or workmen in his employment to persons, animals or things and shall indemnify the IPA against any claims or actions arising there from. He shall also be responsible for any injuries or damage caused to the works by inclemency of weather outbreak of fire and shall rectify at his own cost all such damage and thoroughly complete the works.
- (b) The Tenderer shall be solely responsible for reporting the IPA and Police Department immediately any serious or fatal accidents at any

place belonging to the IPA including premises leased to the IPA to any of his employees/ workmen engaged by him.

18. The Tenderer shall not house any of his workmen at or near the site. He shall not construct any structure even of a temporary nature for any other purpose on IPA's premises except with the written permission of the Managing Director and any such construction so put up shall be removed by the Tenderer whenever the Managing Director calls upon the Tenderer to remove.
19. The Tenderer shall not operate the workshop at the site for the purpose of this contract beyond what is absolutely necessary for the execution of this contract, the necessity for and extent of which the Managing Director's decision shall be final. Such necessary structures shall be non-inflammable materials as approved by the Managing Director. Only vehicles allow inside the Rest House premises with prior permission from IPA representative.
20. Measurements taken by the person authorised by the Managing Director to take them will be binding on the Tenderer who will always be given the opportunity of witnessing the measurements. The contractor should submit a bill in the IPA's prescribed billing format.

**21. PAYMENT TERMS:**

- i. 70% payment shall be made against the supply of equipment to the site in good condition and acceptance of the same.
- ii. 30% shall be paid after successful completion, installation, testing and operational and acceptance of the entire work to the satisfaction.

The tenderer shall quote the Bank Account details for the payment through ECS along with PAN.

**22. TAXES AND DUTIES**

All prices shall be firm inclusive of taxes and duties. However, the contractor shall mention the taxes & duties considered in prices including service tax.

Any new and variation in Taxes & Duties shall be applicable only during the scheduled completion period and new/variation in Taxes & Duties will not be allowed during the extended delivery/ completion period. Any variation/new levies of taxes & duties shall be reimbursed based on the documentary evidence for the same.

Any penal interest, penalty or fine payable / paid by the contractor to the Tax Authorities on the Taxes & duties shall not be paid / reimbursed by the IPA under any circumstances.

In the event, the Contractor not indicating the rate of Taxes and Duties included in the price separately in the Bid, the IPA shall not pay any change in the rate of Taxes and Duties including any newly levied Taxes and Duties during the entire currency of the contract under any circumstances.

- 23.** In the event of the death, insanity or insolvency of the Tenderer or in the case of the Tenderer being a partnership on a dissolution of the firm of Tenderer or in the case of the Tenderer being a company governed by Companies' Act 1956, the winding up of the company the contract shall be terminated on the happening of the event above said and all accepted and acceptable work shall be measured up and paid for, to the person or persons legally entitled to receive payment for work done and on his or their executing a bond indemnifying the IPA against all claims that may be made in respect of payments made by the IPA by persons claiming from the Tenderer or others, in respect of work done by the Tenderer prior to the termination of the contract.
- 24.** In the event of the contract being terminated at any stage due to unsatisfactory progress of work as per Tender Specification, the Managing Director shall have the right to execute the portions of works left incomplete using the IPA's labour or any other agency and the Tenderer shall be liable to make good any loss incurred by the IPA on this account. Such amounts shall be recovered from any moneys due to or to become due to the Tenderer.
- 25.** (i) If the Tenderer claims that the decisions or the instructions of the Managing Director are unjustified and that accordingly he is entitled to extra payments on account thereof, he shall forthwith notify this to the Managing Director to record his decisions and the reasons therefore in writing and shall within two weeks state his claims in writing to the Managing Director thereafter. The Managing Director shall thereafter within four weeks of the receipt of the claim reply negotiations or discussions immediately thereafter within a further four weeks, the question of liability for such payments will be treated as one of disputes.
- (ii) In the Contract whenever there is a discretion or exercise or will by the Managing Director during the progress of work, the mode or manner of the exercise or discretion shall not be a matter of legal adjudication.
- (iii) Wherever the IPA is given discretion to do any act under the contract, the exercise of the discretion by the IPA shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to court of law.

- (iv) The decision of the Managing Director shall be final, conclusive and binding on all parties to the contract upon all questions relating to the meaning of the specifications, designs, drawings and instructions and as to the quality of workmanship or material used on the work or any matter arising out of or relating to the specifications, designs and drawings and instructions concerning the works or the execution of or failure to execute the same arising during the course of works. The above shall not be the subject or Legal adjudication and in no case shall the work be stopped consequent on such a dispute arising and the work shall also be carried out by the Tenderer strictly in accordance with the instructions of the Managing Director.
- (v) Any litigation arising out of this agreement, shall only be adjudicated before the competent court of law within the jurisdiction of the Hon'ble High Court of Delhi.

## **26. REMOVAL OF WORKMEN**

The Tenderer shall employ in and about the execution of the works only such persons as are careful, skilled and experience, in their several trades and callings to the approval of the Managing Director. The Managing Director shall be at liberty to object to and require the Tenderer to remove from the works any persons employed by the Tenderer in or about the execution of the works who in the opinion of the Managing Director, misconducts himself or incompetent or negligent in the proper performance of his duties and such persons shall not be again employed upon the works without the written permission of the Managing Director.

- 27. (i)** The Tenderer shall confirm to and comply with the regulations and byelaws of the State or Central Government or of all other local authorities ,Electricity System, the Chief Electrical Inspector to the Government s Labour Acts enacted by the State Legislature and Central Parliament in force and the rules made thereunder including those under Minimum Wages Act, Factories Act, the Indian Electricity Act and rules framed under it, Workmen Compensation Act, Provident Fund Regulations Act, Employees Provident Fund Act, 1961 and scheme made under the said Act, Health and Sanitary arrangements for workers etc. and Contract Labour (Regulation and Abolition) Act, 1970 and the Contract (Regulation and Abolition) Central Rules, 1971 etc. for welfare and protection of works, workers or for the safety of the public and other insurance provisions.
- (ii)** The IPA shall not be liable for the failure of the contractor in confirming to the provision of the Acts, Rules and regulations etc., referred to in the above para and in case of any contravention of the provisions of the Acts, Rules regulations etc. the contractor

shall keep the IPA indemnified against any loss, cost and damage in the event of any action being taken for contravention.

**(iii)** If any enhancement in the rates of wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolition) Central Rules, 1971 upto and including an increase of 10% of the wages shall be borne by the Tenderer and enhancement in excess of 10% would be borne by the IPA, if applicable upto completion period only.

**(iv) ESI CLAUSE:**

The details of employees proposed to be engaged shall be furnished to this office before the commencement of the work.

As per the Govt. Notification dated 20.07.2009, ESI Corporation and provision of ESI Act, 1948 are applicable. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share which is payable on or before 21<sup>st</sup> of the following month, to which the salary relates.

**(v) Insurance**

The Tenderer advised to take necessary insurance at his cost for his employees, materials and machineries etc. as per rules.

**28. Foreclosure of Contract:**

I. Notwithstanding anything in the contract agreement the contractor agrees that the IPA (on its own or acting on behalf of the Government of India) or the Government of India shall be entitled to foreclose the contract on occurrence of the following events:

- i. In the event of breach of contract by the Contractor
- ii. An emergency or
- iii. for national security and /or national interest and /or public reasons.

II. Upon the occurrence of the events specified in the above I (i),(ii) and (iii) above the IPA or Government of India reserve the right to fore close the contract at any point of time during the contract period on the issue of the termination notice under provision of the termination clause, the IPA shall not be liable to compensate the contractor or any other person for any losses or estimated loss of profits during such period.

**29.** The Managing Director reserves to himself the right to alter the specification or design of the works at any stage of the work and also to make additions or omissions or alterations.

### **30. FURTHER INSTRUCTIONS**

The Managing Director shall have full power and authority to supply to the Contractor from time to time during the progress of the works such instructions as necessary for the purpose of the proper and adequate execution and maintenance of the works and the Contractor shall carry out and be bound by the same.

- 31.** Any notice to the Tenderer shall be deemed to be sufficiently served if given or left in writing at his usual or last known place of abode or business or at site.
- 32.** All payments made by the IPA to the Tenderer under this contract shall be rounded off to the nearest paise.
- 33.**
  - (i)** The contract is liable for cancellation if either the Tenderer himself or any of his employee is found to be a person who has held a Class I post under the IPA immediately before retirement and has, within two years of such retirements, accepted without obtaining the previous permission of the IPA as the case may be an employment as Tenderer for, or in connection with the execution of public works, as an employee of such Tenderer.
  - (ii)** If any contract is terminated on account of the failure of the Tenderer to comply with the above clause the IPA shall be entitled to recover from him such damages as may be determined by the Managing Director with due regard to the inconvenience caused to the IPA on account of such termination without prejudice to the IPA's right to proceed against such officer.
- 34.** It must be clearly understood that the rates mentioned in Schedule 'A1' are inclusive of everything required to be done by the conditions of the contract and specifications or by the drawings therein referred to and also all such work as is necessary for the proper completion of the Tenderer although special mention thereof may have been omitted in the specification or drawings.
- 35.** In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular shall include the plural and vice versa words importing the masculine gender shall include feminine and words importing persons shall include bodies corporate.
- 36.** The technical specification – “Schedule-A” and Price Schedule – A1” to be read in conjunction to make sure of the supply and works involved.
- 37.** The contractor is required to offer rates as per IPA’s format “Schedule-A1” without fail and mention taxes and duties.

- 38.** Necessary paid entry passes to be obtained by the contractor at their own cost.
- 39.** The contractor is advised to visit the site.
- 40.** The IPA will not be responsible for any loss or damage of Men/materials/plants engaged during the work.
- 41.** The Contractor shall arrange their own tools and plants and other materials and components required for the above work.
- 42.** All transport required for the work shall be arranged by the contractor at their own cost.
- 43.** The firm shall take the power supply from the nearest power source of IPA on free of cost. However, water for execution of civil work arrange by the Contractor by his own cost.
- 44. TERMINATION:**
- a) The employer, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, may terminate the contract in whole.
    - i) If the contractor fails to deliver any or all of the Goods with in the period specified in the contract, or with in any extension thereof granted by the Employer.
    - ii) If the contractor fails to perform any other obligation under the contract (or)
    - iii) If the contractor, in the judgement of the Employer has engaged in fraud and corruption.
  - b) In the event the Employer terminates the Contract in whole or in part, the Employer may procure, upon such terms and in such manner as it deems appropriate, goods or related services similar to those undelivered or not performed, and the contractor shall be liable to the Employer for any additional cost for such similar goods or related services. However, the contractor shall continue performance of the contract to the extent not terminate. In such termination Security deposit will be forfeited.
- 45. QUANTITY VARIATION:**

Variation means

variation in quantities of items ie. Where there is increase of quantities of items of work in the agreement. On other words, the nomenclature of work remains the same, but the quantity of variation is maximum 30 % against the Tender cost shown in the agreement. The said variation shall be executed after approval of the competent authority.

**s/d**

**CHIEF ADMINISTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

## **SECTION – IV**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

- 1.** The Tenderer shall examine carefully the General Rules and Directions, General and Special Conditions of Contract, Technical Specifications and Drawing and Shall inspect the site to acquaint himself with the nature of work local working conditions etc., for the purpose of making his offer on his own responsibility.
- 2.** It shall be open to the Managing Director to nominate one or more of his representatives to supervise the work and to satisfy about the quality of materials and workmanship as required by the relevant regulation and as mentioned in technical specifications. The decision of the Managing Director shall be final as regards the quality of materials and workmanship shall be binding on the contractor.
- 3.** The prices shall be firm and not subject to fluctuation at any stage till the completion of the contract.
- 4.** The Tenderer shall give clear indication in his tender of the items he does not propose to include in the tender. Where such clear mention is not given it will be construed that the tender covers all parts required for completion of work.
- 5.** The Tenderer shall quote separately for any items which have not been specifically mentioned in the specification but which are found necessary for completion, efficient installation and operation of electrification system other than those items which are not covered under 'works not included'.
- 6.** The tender shall be accompanied by sufficient details of materials included in the offer with catalogue and sketches wherever necessary for comprehensive assessment of its merits and performance.
- 7.** It will be entirely the Tenderer's responsibility to take required steps to adequately safeguard the personnel carrying out the work and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured.
- 8.** All materials and components included in the contract shall conform to the relevant Indian Standard Specification wherever they exist.
- 9.** The decision of the Managing Director or his representative regarding the quality of any materials used on the work will be final and binding on the Tenderer. The Tenderer shall remove from the site of work any material rejected as unfit for use on the work at his own cost as soon as he is ordered to do so, failing which the Managing Director or his

representative shall remove such material from the site of work and shall deduct the cost incurred by such removal by the IPA from any money due to the Tenderer.

- 10.** The Tenderer shall co-ordinate his work with that of other Tenderers executing other works in the site and plan his work as to minimise inconvenience to others in the work site.
- 11.** The watch and ward and storage of materials will be Tenderer's responsibility and the IPA shall not be held responsible for any loss of the material.
- 12.** The Tenderer shall be deemed to have satisfied himself before submitting the tender as to the correctness and sufficiency of his tender for the work and of his price stated in the schedule as to cover his entire obligation under the contract for completion of the work.
- 13.** For gate entry pass and direction to site of work for inspection for the purpose of making the offer, the Tenderer shall contact the **Chief Administrative Officer, Indian Ports Association**, 1st Floor, South Tower, NBCC Place, Bhisam Pitamah Marg, Lodhi Road, New Delhi - 110003. Telephone Nos : 24365041, 24369061/63, 24369726, Fax: 24365866

**s/d**

**CHIEF ADMINISTRATIVE OFFICER  
INDIAN PORTS ASSOCIATION**

**SCHEDULE OF GENERAL PARTICULARS**

1. Name of Tenderer / Manufacturer.
2. Address of Tenderer / Manufacturer
3. Telegraphic / Telex / Fax Code of Tenderer / Manufacturer
4. Name and designation of the office of the Tenderer / Manufacturer to whom all reference shall be made for expeditious Technical Co-ordination.
5. Place of Manufacture
6. Infrastructure facilities
7. Service facilities available
8. Availability of spare parts
9. Tenderer's proposal reference and date
10. Tenderer's validity period (to be specified clearly)
11. Earnest Money as desired deposited
12. Are all Technical details called for and price as called for in schedule filled up.
13. Performance Report.

Signature :

Name :

Designation :

Date :

**TENDER FORM**

NOTE : Tenderers are required to fill up all the blank spaces in this tender form.

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To

**MANAGING DIRECTOR  
INDIAN PORTS ASSOCIATION  
1<sup>st</sup> Floor, South Tower, NBCC Place,  
Bhisham Pitamah Marg,  
Lodhi Road, New Delhi- 110003**

1. Having examined the instructions to Tenderers, General conditions of contract, Specifications and Schedules attached to the **“TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 180 KVA, 415V, 1500 RPM DIESEL GENERATOR WITH OTHER ACCESSORIES AND AMF PANEL INCLUDING CAMC FOR 5 YEARS AFTER EXPIRE OF 2 YEARS GUARANTEE PERIOD, UNDER TWO COVER SYSTEM** in conformity with said conditions of contract, specifications, etc. at rates for items or work in the schedule of items of work and rate attached herewith, we guarantee satisfactory performance.
2. We shall undertake for **“TENDER FOR SUPPLY, INSTALLATION, TESTING & COMMISSIONING OF OUTDOOR TYPE 180 KVA, 415V, 1500 RPM DIESEL GENERATOR WITH OTHER ACCESSORIES AND AMF PANEL INCLUDING CAMC FOR 5 YEARS AFTER EXPIRE OF 2 YEARS GUARANTEE PERIOD, UNDER TWO COVER SYSTEM”** with all equipment, spares, etc., Entire work shall be completed within 3 MONTHS from the date of issue of LOA.
3. We further undertake, if our tender is accepted, we will deposit within 21 days from the date of receipt of order Demand Draft on any scheduled/ Nationalized Bank favouring “Indian Ports Association” payable at New Delhi” only to the extent of 10% of the tender price in the manner set forth in the conditions in the ITT as Security Deposit.
4. We further undertake, if our tender is accepted to enter into and execute within 21 days, on being called upon to do so, an agreement in the form annexed and the conditions of contract with such modifications as agreed upon.
5. Unless and until a formal agreement is prepared and executed the firm’s tender & IPA Letter of Indent will form Legal binding on the Tenderer.
6. We agree to abide by this tender for the period of 120 days from the date fixed for receiving the same.

7. We agree to deposit Earnest Money as per the IPA's terms and conditions.
8. We further agree that in the event of our withdrawing the tender before the receipt of the final decision or in the event of failing to deposit the security deposit in such form as contained in the instructions to Tenderers or in the event of our tender being accepted, fail to execute an agreement in the form aforesaid within 21 days from the date of receipt of order to commence work, the deposit of Earnest Money shall stand forfeited to the IPA.
9. We understand that you are not bound to accept the lowest or any tender you may receive.

Dated the .....day of.....in the capacity of.....duly authorized to sign tender for and on behalf of.....

(IN BLOCK CAPITALS)

Signature

Witnesses

Address

**FORM OF AGREEMENT**

MEMORANDAM OF AGREEMENT made this day        of        two thousand        at New Delhi BETWEEN the IPA, New Delhi, a society registered under Societies Registration Act 1860 (hereinafter called the IPA which expression shall, unless excluded by or repugnant to the context be deemed to include their successors in Office) of the one part

AND

(..... hereinafter called the "CONTRACTOR" which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in Office) on the other part.

WHEREAS the IPA is desirous of

WHEREAS the Contractor has offered to execute, complete and maintain such works and whereas the IPA has accepted the tender of the contractor and where as the contractor has deposited a sum of

Rs.                    /- (Rupees

as security for due fulfilment of all the conditions of this contract.

NOW THIS AGREEMENT WITNESSES as follows:

1. In this agreement Words and expressions shall have the same meanings as are respectively assigned to them in the condition of the contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement viz.
  - a. Technical Specifications                    - Schedule `A'
  - b. Schedule of Quantities and prices - Schedule `A1'
  - c. General Conditions of Contract        - Schedule `III'
  - d. Special Conditions of Contract        - Schedule `IV'
3. The Contractor hereby covenants with IPA to construct, complete and maintain the Works' in conformity in all respects with the provision of the agreement.
4. IPA hereby covenants to pay the Contractor in consideration of such construction, completion and maintenance of the works, the "Contract Price" at the times and in the manner prescribed by the contract.

IN WITNESS WHEREOF, the parties hereunto have set their hands and seals the day year first above written.

The common seal of IPA, New  
Delhi

**CHIEF ADMINISTRATIVE  
OFFICER**

Chief Administrative officer  
has hereunto set his hand in  
the presence of

- 1.
- 2.

Signed and sealed by the  
Contractor in the presence of

- 1.
- 2.

**FORMAT OF POWER OF ATTORNEY**

Dated : \_\_\_\_\_

**POWER OF ATTORNEY  
To Whomsoever It May Concern**

Mr. \_\_\_\_\_ (Name of the Person(s)), domicile at  
\_\_\_\_\_ (Address), acting as  
\_\_\_\_\_ (Designation and name of the firm), and whose  
signature is attested below, is hereby authorized on behalf of  
\_\_\_\_\_ (Name of the Tenderer) to provide  
information and respond to enquiries etc. as may be required by the IPA or  
any governmental authority for the (project title)  
\_\_\_\_\_ and is hereby further  
authorized to sign and file relevant documents in respect of the above.

(Attested signature of Mr. \_\_\_\_\_)

For \_\_\_\_\_ (Name of the Tenderer)

**APPENDIX – V**

**ADVANCE STAMPED RECEIPT**

Received from the Chief Administrative Officer, IPA, New Delhi  
a sum of **Rs. [REDACTED] - (Rupees [REDACTED] only)** towards refund of Earnest  
Money Deposit vide Tender No. [REDACTED]

Revenue Stamp

Signature with Office Seal

**BANK DETAILS FOR ECS PAYMENT**

1. Name of the Bank and Branch
2. Account Number
3. MICR Number
4. Type of Account
5. IFSC Number
6. CST / VAT Number
7. Copy of PAN Card
8. TIN Number
9. Service Tax Regn. No.
10. EPF/ESI Regn. No.

**Firm's Sign and Seal**

Place:

Date:

## **DECLARATION FORM**

Sl.No.	Description	Yes / No.
1.	Agreed all terms and conditions of Tender	
2.	Have you ever been Black listed by any Government / PSU	

**Firm's Sign and Seal**

Place:

Date:

## **FORM OF BANK GUARANTEE FOR PERFORMANCE SECURITY**

1. In consideration of the Managing Director representing the Indian Ports Association (hereinafter called "IPA") having agreed to exempt .....  
..... (hereinafter called "said contractors") from the demand, under the terms and conditions of contract awarded in No.Ref:..... for providing Housekeeping and Pantry services in IPA office for a period of one years dated ..... which shall any amendments / alterations or Addition made with mutual consent between the parties (herein after called "the said agreement") of performance security for the due fulfilment by the said contractor(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs ...../-( Rupees .....only)

2. We ..... Bank (hereinafter referred to as the Bank) at the request of contractor(s) do hereby undertake to pay to the IPA an amount not exceeding Rs...../- against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason or any breach by the said contractor(s) of any of the terms and conditions contained in the said agreement.

3. We ..... Bank do hereby undertake to pay the amounts due payable under the guarantee without any demur, merely on a demand from the IPA stating that the amount claimed due by way of loss or damage caused to or would be caused to or suffered by the IPA by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement or by reason of the contractor(s) failure by perform the said Agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However our liability under this Guarantee shall be restricted to an amount not exceeding Rs. ....../-.

4. We undertake to pay to the IPA any money so demanded notwithstanding any dispute or disputes raised by the Contractor in any suit or Proceedings before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

5. The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the Contractor(s) shall have no claim against us for making such payment.

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

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

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

We, ..... Bank lastly undertake not to revoke this Guarantee during its currency except with the previous consent of the IPA in writing.

9. This guarantee is valid upto ..... period one years plus grace period of 3 months.

**Dated the 09<sup>th</sup> day of March 2016**