DEENDAYAL PORT AUTHORITY

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



MECHANICAL ENGINEERING DEPARTMENT ELECTRICAL DIVISION

TENDER NO. EL/AC/2049

TENDER FOR

MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE ELL CRANES ALONG WITH GRAB AT BERTH NO .10 AT INSIDE CARGO JETTY AREA FOR A PERIOD OF TWO YEARS.

SE (E)
Electrical Division
Deendayal Port Authority
Ground Floor,
Port & Custom Building,
New Kandla – 370 210.
Phone No. (02836) 270352

NOTICE NO.EL/AC/2049

Name of work	MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE ELL CRANES					
	ALONG WITH GRAB AT BERTH NO .10 AT INSIDE CARGO JETTY AREA FOR A					
	PERIOD OF TWO YEARS.					
Estimated cost put	₹ 4,12,92,000.00					
to tender						
Tender fee :	Rs. 5000 + 900 (GST) Present rate of GST is 18% (non- refundable) Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal					
EMD	₹ 4,12,920.00/- Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. IIn case of Micro and Small Enterprise (MSEs) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.					
Last date of downloading	14/10/2022 upto 14:00					
Last date and time of submission of E-tender	14/10/2022 upto 14:30 only on website https://kpt.nprocure.com :					
Pre-bid meeting	28/09/2022 @ 15:30 Hrs. in the Old Board Room, A. O. Building, Gandhidham					
Date and time for opening of E-tender	14/10/2022 at 15:30 hrs					
Downloading websites	https://kpt.nprocure.com, http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in .					
	Corrigendum, if any, will be placed on websites only.					
3 , 5, 1						

NOTICE INVITING ON LINE TENDER

Department Name	Mechanical Engineering Department	
Circle/ Division	Electrical Division, Port & Customs Building,	
	Ground Floor, New Kandla - (Kutch)-370210	
Tender Notice No.	EL/AC/2049	
Name of Project	MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE ELL CRANES ALONG WITH GRAB AT BERTH NO .10 AT INSIDE CARGO JETTY AREA FOR A PERIOD OF TWO YEARS.	
Name of Work	MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE EL CRANES ALONG WITH GRAB AT BERTH NO .10 AT INSIDE CARGO JETT AREA FOR A PERIOD OF TWO YEARS.	
Estimated Contract Value (INR)	₹ 4,12,90,000.00	
Period of Completion (in Months)	24 months from the date of issue of work order	
Bidding Type	Open	
Bid Call (Nos.)	1st	
Tender Currency Type	Single	
Tender Currency Settings	Indian Rupee (INR)	
Qualifying Criteria:	PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:	
	The Bidders shall fulfill the following pre-qualification criteria:	
	a) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be atleast ₹ 61,93,800.00 Certified by Chartered Accountant. (It is common for all type of bidders)	
	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 ₹ 82,58,400	
	Or	

ii) Two similar completed works each costing not less than the amount equal to ₹ 1,03,23,000.00

Or

iii) One similar completed work costing not less than the amount equal to ₹ 1,65,16,800.00

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:

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 ongoing works to be completed in the next 'N' years.

Note: For bringing value of works to current level, multiplying factor to be indicated in tender with reference to escalation based on WPI.

Financial Year	2021- 22	2020- 21	2019- 20	2018- 19	2017- 18	201 6-17	2015 -16
Index	139.4	123.4	121.8	119.8	114.9	111. 6	109. 7
Multiplyi ng Factor	1	1.13	1.14	1.16	1.21	1.25	1.27

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

IMPORTANT:

- (i) The value of annual turnover is not to be considered towards "A" as mentioned in the formula.
- (ii) The information may be provided as per the format given at Section-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.

IMPORTANT:

- (i) The particular row in the TDS certificate (Form 16 or Form 26AS), 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 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.
- e) Bidders should have direct irrevocable back up support services with the respective manufacturers of the Electronic drives fitted in the cranes (viz., SIMENS) during the AMC period for which a valid supporting letter from the manufacturer of the drives i.e. Siemens is to be uploaded on bidding portal.

Similar works	Similar works means		
	1) "Design, Manufacture, supply, Installation testing commission carg handling equipment i.e Stacker cum Reclaimer, RMQC,/ ELL/ HMC Floating Crane/EOT cranes having VVVF drives"		
	OR		
	2) Installation, Testing, Commissioning of above mentioned cargo handling equipment having VVVF drives"		
	OR		
	3) "AMC of above mentioned Cargo Handling Equipment having VVVF drives"		
	OR		
	4) Operation and maintenance of any of above mentioned cargo handling equipment's having VVVF drives.		
	OR		
	4) Combination of any of the (1) to (4)		
	OR		
	5) Deployment of 100T or above capacity Stacker cum Reclaimer, RMQC,/ ELL/ HMC/ Floating Crane/EOT cranes having VVVF drives (owned / hired) in any sea /dry port. In case the bidder is / has handling / handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea /dry port by deploying 100T or above capacity of above equipment HMC (Owned /hired) in any one year or collectively of 5 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00MMT cargo (except liquid and containerized cargo). In this regard, a letter issued by the respective port in favour of the bidder with regard to year wise quantity of cargo handled (except liquid and containerized cargo) will be considered.		
Joint venture	Not Allowed		
Rebate	Not applicable		
Bid Document Fee:	Rs. 5000 + 900 (GST) Present rate of GST is 18% - Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid		

	Document fee. The bidder is required to upload the valid certificate on bidding portal.
Bid Document Fee Payable To:	Through on line transfer in PNB bank account no. 2177000100022538 – Deendayal Port Authority (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.
Bid Security/ EMD (INR) :	₹ 4,12,920/- Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.
Bid Security/ EMD (INR) In Favor Of :	Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.
Bid Document Downloading Start Date	22/09/2022
Bid Document Downloading End Date	14/10/2022 up to 14:00 Hrs.
Date & Place of Pre Bid Meeting	28/09/2022 @ 15:30 Hrs. at A.O. Building, Gandhidham
Last Date & Time for Receipt of Bids	14/10/2022 @ 14:30 Hrs.
Bid Validity Period	120 Days
Condition	(1) Tender Fee shall be submitted Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.(2) EMD: Through on line transfer in PNB bank account no. 2177000100022538 - 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal. Accordingly, offer of those bidders shall only be opened whose EMD and Tender Fee is received electronically.
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.
Bid Opening Date	Technical Bid will be opened on 14/10/2022 @ 15:30 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	 a. Documents in support of fulfilling Qualifying Criteria as indicated above. b. Tender fees plus GST: Through on line transfer in PNB bank account no. 2177000100022538 – 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal. b) EMD: Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. c) In case of Micro and Small Enterprise (MSEs) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.

	d)Documents Mentioned in Eligibility Criteria.
Officer- Inviting Bids:	SE (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority:	SE (E)
Address:	SE (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	SE (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-270209, 270342.
	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, Ahmadabad – 380054 (Gujarat)

Contact Details:

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

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

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

E-mail:nprocure@gnvfc.net

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

SE (E) Deendayal Port Authority

<u>SECTION – I</u> INSTRUCTION TO BIDDERS

A. **GENERAL**

1. Scope of Bid

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

2. Source of funds

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

3. Eligible Bidders

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

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

4. Eligibility Criteria:

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

1	(1)	ic bladers shall rullill the following	pre-qualification criteria.
	S.N	Particulars	Supporting Documents
	(A)	Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least ₹ 61,93,800.00certified by Chartered Accountant.	Certificate should be issued by the Chartered Accountant.
	(B)	The Bidders shall fulfill the following pre-qualification criteria: a) 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 ₹82,58,400.00	 (a) A copy of the completion certificate in respect of the successfully completed similar work. (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details: (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

Or

iv) Two similar completed works each costing not less than the amount equal to ₹ 1,03,23,000.00

Or

v) One similar completed work costing not less than the amount equal to ₹ 1,65,16,800.00

period/original contract period (9) Date of issue of completion certificate.

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) 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.

IMPORTANT:

- (iv) The particular raw in the TDS certificate (Form 16 or Form 26AS), which indicates the credit of the payment received from the client, should be highlighted.
- (v) 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.	
		(vi) In case any discrepancies between the TDS (Form 16 or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.	
(C)	Similar works means	Similar works means	
		1) "Design, Manufacture, supply, Installation testing commission cargo handling equipment i.e Stacker cum Reclaimer, RMQC,/ ELL/ HMC/ Floating Crane/EOT cranes having VVVF drives"	
		OR	
		2) Installation, Testing, Commissioning of above mentioned cargo handling equipment having VVVF drives"	
		OR	
		3) "AMC of above mentioned Cargo Handling Equipment having VVVF drives "	
		4) Operation and maintenance of above mentioned cargo handling equipment having VVVF drives	
		OR	
		4) Combination of any of the (1) to (4)	
		OR	
		5) Deployment of 100T or above capacity Stacker cum Reclaimer, RMQC,/ ELL/ HMC/ Floating Crane/EOT cranes having VVVF drives (owned / hired) in any sea /dry por. In case the bidder is / has handling / handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea /dry port by deploying 100T or above capacity of above equipment (Owned /hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00MMT cargo in all of the such five years (except liquid and containerized cargo) In this regard, a letter issued by the respective port in favour of the bidder with regard to year wise	

						handled (e will be cons		d and
(D)	Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.							
	Assessed Ava	ailable Bid o	capacity = A	x N x 2 –B,				
	Where, "N" =	= Number o	of years pres	scribed for co	ompletion o	of the subject	ct contract.	
	"A" = Maxim current price		of works ex	ecuted in a	ny one yea	r during las	st seven ye	ars (at
	"B" = Value completed in			of existing	commitmer	nts and ong	joing works	to be
	Note: For br tender with r					ying factor	to be indica	ated in
	Financial Year	2021-22	2020-21	2019-20	2018-19	2017-18	2016-17	2015-
	Index	139.4	123.4	121.8	119.8	114.9	111.6	109.
	Multiplying Factor	1	1.13	1.14	1.16	1.21	1.25	1.2
	The Bidder shall furnish statements showing the value of existing commitments and ongoing works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.							
	IMPORTANT	<u>:</u>						
	(i) The value of annual turnover is not to be considered towards "A" in the formula.							
	(ii)The information may be provided as per the format given at Section-VIII.							
(E)	Bidders should have direct irrevocable back up support services with the respective manufacturers of the Electronic drives fitted in the cranes (viz., SIEMENS) during the AMC period for which a valid supporting letter from the manufacturer of the drives i.e. Simens is to be uploaded on bidding portal							

IN	STRUCTIONS FOR UPLOADING OF SCANNED PORTAL	DOCUMENT ON BIDDING
Sr. No.	Instruction	Precautions
1	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.
	and uploaded by giving specific name of the documents e.g. name of client. In case along with the documents related to similar work experience, the bidder also scans and includes	No unrelated document should be scanned and included with the specific set of scanned document.

	average annual turn over certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal. Every document should be specifically named and separately uploaded for its identification.	Every document should be specifically named and separately uploaded for its identification.
2	The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal. Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only. DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno-commercial qualified will be considered for any purpose.	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible. The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc. Every document should be specifically named and separately uploaded for its identification.

- 4.2 All bidders shall scan and forward the following information and documents with their bids.
 - a. Copies of original documents defining the constitution or legal status, place of registration, and principal place of business, written power of attorney of the signatory of the Bid to commit the Bidder.
 - b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited.
 - C. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts.
 - d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 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. Valid Electrical Contractor License issued by respective State.
 - h. EMD = Through on line transfer in PNB bank account no. 2177000100022538 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.
 - Tender fee = Through on line transfer in PNB bank account no. 2177000100022538 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal.

- j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- k. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- I. Power of attorney (dully accompanied by resolution of Board in case of company).
- m. Qualifications and experience of key site management and technical personnel proposed for the contract.
- n. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. (Not applicable)
- O. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.
- p. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
- q. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
- r. Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.
- s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
 - 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 the bidder can be disqualified for bidding of any contract with DPA for a period of 03 years and forfeiture of EMD.

6. Joint Venture (Not applicable):

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

7. Cost of Bidding

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

8. Site Visit

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

B. Bidding Documents

9. Content of Bidding Documents

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

Invitation for Bids (NIT)

• Bid Reference No. EL/AC/2049

NIT : Invitation for Bids
 Section I : Instruction to Bidders

Section II : General Conditions of Contract
 Section III : Special Conditions of Contract

Section IV : Forms of Bid

Section V : Scope of Work & Technical Specifications

Section VI : Bill of Quantities

Section VII : Drawing Not applicable

SECTION VIII : Format for submitting information for bid capacity

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on line E Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents

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

10.2 Pre-Bid meeting

- The bidder or his official representative may attend pre-bid meeting to be held on 28/09/2022 @ 15:30 hrs in the Old Board Room, A.O Building, Gandhidham. The bidders/representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre Bid clarifications will be uploaded in https://kpt.nprocure.com, www.deendayalport.gov.in and www.eprocure.gov.in website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer may, for any reason, whether at its own initiative or in response to a clarification sought by any prospective bidder, modify the bidding documents by amendment / addendum.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

- i) Bid Security i.e. EMD and Tender Fees
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

B) Financial Bid:

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

13. Bid Prices

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

14. Currencies of Bid and Payment

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

15. **Bid Validity**

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD, if any, will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

16. **Bid Security**

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

The tender shall be accompanied by Earnest Money Deposit of ₹ 4,12,920/-(Rupees four lacs twelve thousand nine hundred twenty only). 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. 2177000100022538 – 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) 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 EMD and Bid Document fee. The bidder is required to upload the valid certificate on bidding portal. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

(a) EMD

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

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

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

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.
- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.
- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

C. Submission of Bids

20. Submission of Bids

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

(n) Code Solutions,A Division of GNFC,301 GNFC Info tower,Bodakdev, Ahmedabad.Tel. 91 79 26857316/17/18

Fax: 91 79 26857321

Mobile: 9327084190 / 9898589652.

E-mail: nprocure@gnvfc.net.

Bid reference No. EL/AC/2049

Name and address of the bidder.

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

The envelopes shall be addressed to:

(a) SE (E)
Deendayal Port Authority
Electrical Division,
Room No. 6,
Port & Customs Building,
New Kandla – 370210.
Gujarat-State.

(b) bear the following identification:

"MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE ELL CRANES ALONG WITH GRAB AT BERTH NO .10 AT INSIDE CARGO JETTY AREA FOR A PERIOD OF TWO YEARS"

Bid reference No. EL/AC/2049 Name and address of the bidder.

21. Deadline of Submission of the Bids

- 21.1 Bids must be received by the employer in On-Line System at websites https://kpt.nprocure.com not later than 14/10/2022 up to 14:30 Hrs.
- 21.2 At the time of submission of the tender document, the Bidder shall give an undertaking that no changes have been made in document. The uploaded version of the Port Tender Document at https://kpt.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://kpt.nprocure.com websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on https://kpt.nprocure.com in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on https://kpt.nprocure.com and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on https://kpt.nprocure.com shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

22. Late Bids

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

23. Modification and Withdrawal of Bids

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, may result in forfeiture of EMD.

D. <u>Bid Opening and Evaluation</u>

24. Bid Opening

- 24.1 On the due date and time, the employer will first open Preliminary and Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.
- 24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the https://kpt.nprocure.com and www.deendayalport.gov.in.
- 24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.
- 25. Clarification of Bids
- 25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.
- 25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

26. Examination of Bids and Determination of Responsiveness

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

27. Evaluation and Comparison of Bids

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

E. Award of Contract

- 28. Award Criteria (This clause may be read with clause no. 1 of Section-III)

 The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated amount bid subject to submission of agreement and performance security.
 - The employer, if so required, reserves the right to:
 - a) Split the work and award the work in favour of more than one firm,

b) Award the work separately as supply, execution, Operation &Maintenance/Operation/Maintenance as applicable.

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

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

30. Letter of Intent:

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

31. Notification of Award and Signing of Agreement

- 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:

- 32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Intent.
 - i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfilment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Intent.
- 32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3 The contract period shall be reckoned from the date of issue of work order to commence the work.
 - i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present ₹ 300/-)
 - ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
 - iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.

- iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.
- v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.
- vi) The entire agreement should be in type written form/ computer printed form.
- vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
- viii) All corrections/ additions made in the agreement are to be initialled.

33. Performance Security

- 1) Security Deposit shall consist of performance guarantee to be submitted at award of work. Performance guarantee should be 3% of the contract price which should be submitted in form of bank guarantee, or Demand Draft within (21 days in case of domestic bids and within 28 days in case of global bids) of receipt of Letter of Acceptance/Intent which will be refunded immediately not later than 14 days from completion of defect liability period.
- 2) Failure of the successful bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security, EMD.
- 3) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 4) The performance guarantee will be accepted in the form of bank guarantee if issued by any nationalized/scheduled bank (except co-operative bank) having is branch at Gandhidham.
- 5) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.

34. Issue of Work Order

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 24 months from the date of Work Order. The contract period is extendable for a period of six months on the rate of last year and on the same terms and condition

36. Corrupt or Fraudulent Practices

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

Signature & Seal Of Contractor SE (E) Deendayal Port Authority

SECTION – II GENERAL CONDITIONS OF CONTRACT GENERAL CONDITIONS

1. Definitions

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

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

q. "Plant" is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.

2. Use of Contract Document:

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

3. Change Orders:

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

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

4. Resolution of Dispute

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

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

5. Force Majeure:

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

- the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- 5.2 If a force majeure situation arises, the Contractor shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- 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: All payments shall be made in Indian rupees unless specifically mentioned. (This clause is superceded by clause no. 1(B) of Section III)
 - 70% of supply item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
 - ii. 20% of supply item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency)
 - iii. 90% of item rate covers only laying/fixing/installation.
 - iv. Remaining 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

NOTE:

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

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.
- c. Branch Name

- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. Accepted for : NEFT payment or RTGS payment

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance (Superseded at cl. No. 05 of Section III):

- 8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
 - a) loss of or damage to the works, plan and materials
 - b) loss of or damage to equipment
 - c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
 - d) personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contactor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the 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 - (This clause is supereeded by clause no. 06 of Section-III)

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

12. Variations

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of Schedule – B:

The overall as well as individual variations shall be \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: (This clause is superceeded by clause no. 07 of Section-III)

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.
- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

15 Taxes:

GST Clause:

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

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

Deduction of Income-Tax& GST:

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

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

16. Deduction:

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

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment: (PPE)

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

20. Conduct:

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

21. Accident:

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

22. Watch and ward:

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

23. Termination:

- 23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:
 - (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
 - (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.
- 23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

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

24. Arbitration Clause:

- (I) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
 - The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (III) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (IV) It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

- (V) It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
- (VI) It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
- (VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
- (IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be pied equally by both the parties.
- (XII) It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25. Indemnification:

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

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

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

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

27. Delegation

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

28. Communications

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

29. Personnel:

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

30. Employer's Obligation

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Authority Quarters, during the tenure of contract. (This is superceeded by clause no. 08 of Section-III)
- (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, equipments, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings. The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

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

33. Discoveries

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

34. Access to the site

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

35. Instructions

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

36. Safety

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

Quality Control

37. Identification of Defects

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

38. Correction of Defects

- 38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.
- 38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

39. Uncorrected Defects

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

40. Employer's right of Rejection:

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

41. Removal of Rejected goods:

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

42. Use of Contract Document:

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

43. Memorandum of Settlement:

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

44. Deviations:

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

45. Approvals:

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

46. Third Party Inspection - (This clause is superceeded by clause no. 9 of Section-III)

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

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

47. Bar Chart (not applicable)

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

48. Engagement of Labour:

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

49. Police verification of Contract Labour:

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 labourers employed by him on the work.
- 2. Their working hours.
- 3. The wages paid to them.
- 4. The accidents that occurred during the said fortnight showing the circumstances under which they happened and the extent of damage and injury caused by them, and
- 5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding 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 - (This clause is superseded by clause no. 10 of Section-III)

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 - (This clause is superceeded by clause no. 11 of Section-III)

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 -(This clause is superseded by clause no. 12 of Section-III)

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

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, 6th floor, Sector No. II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

56. Action where no Specifications are specified:

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

57. Undertaking by the Contractor:

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

58. Labour License:

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

59. Fraudulent documentation by bidders:

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

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

Signature & Seal of Contractor

SE (E) Deendayal Port Authority

SECTION -III

SPECIAL CONDITIONS

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

- 1. The Clause No. 4.2.n of Instructions to Bidders (ITB), Section-I is not applicable.
- **2.** The Clause No. 6 of Instructions to Bidders (ITB) is not applicable.

3. Issue of work order (This clause may be read with clause No. 34 of Section 1)

The work order will be issued on the submission and acceptance of the following:

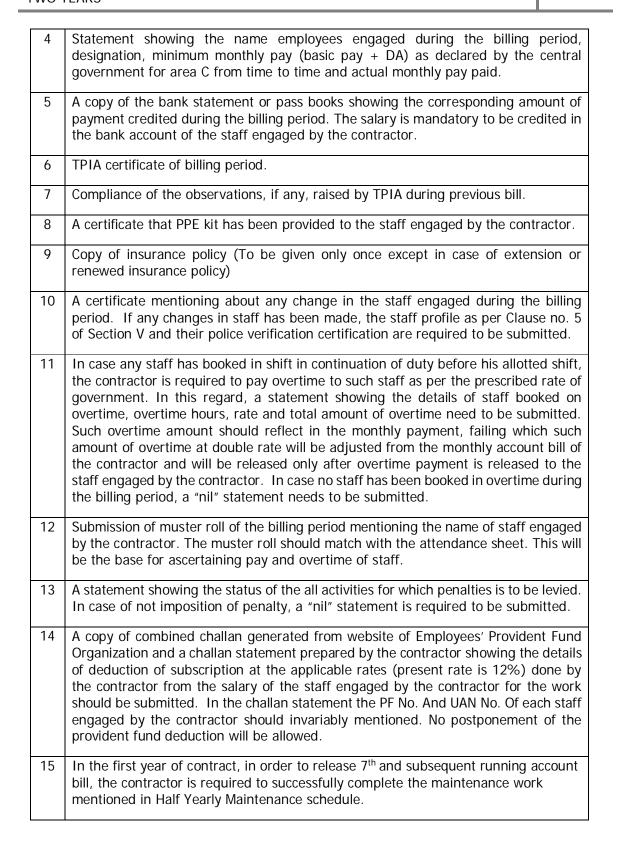
Sr.	Description	Time period for
No.		submission
1	Duly signed agreement along with the required	14 days from the date of
	documents.	receipt of LOI
2	Performance guarantee of appropriate value	21 days from the date of
	and in format, prescribed.	receipt of LOI
3	Bringing the tools & tackles on site mentioned	21 days from the date of
	in the ANNEXURE VI of Section V.	receipt of LOI
4	Submission of the staff profile as per	21 days from the date of
	ANNEXURE VII of Section V.	receipt of LOI
5	Photo ID issued by the contractor in respect of	21 days from the date of
	the staff engaged by the contractor	receipt of LOI
6	Bringing the consumables as per ANNEXURE I	21 days from the date of
	of Section V	receipt of LOI
7	Policy Verification Certificate of all the staff	21 days from the date of
	engaged by the contractor as per the tender	receipt of LOI
	condition	
8	Copy of insurance policy	21 days from the date of
		receipt of LOI

4. Payment Terms:

(The Clause No. 7 of Section-II is replaced as under)

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

	Documents to be submitted
1	Duly filled applicable maintenance schedule filled up and complete in all respect with a specific certificate from concerned EIC that the maintenance work has been carried out by the contractor is satisfactorily.
2	Copy of Labour Licensee issued by ALC (if applicable and to be given only once except in case extension or issue of new labour license after it's validity period)
3	Duly filled in labour report for the billing period



16	In the second year of the contract, in order to release13 th and subsequent running account bill, the contractor is required to successfully carry out maintenance work mentioned in the Half yearly (2 nd half) and Yearly Maintenance Schedule of first year.
17	In the second year of the contract, in order to release 19 th and subsequent running account bill, the contractor is required to successfully complete the maintenance work mentioned in Half Yearly Maintenance schedule of second year.
18	In the second year of the contract, in order to release 24 th running account bill, the contractor is required to successfully carry out maintenance work mentioned in the Half yearly (2 nd half) and Yearly Maintenance Schedule of second year.
19	Regarding above, if any activities mentioned in the Maintenance Schedules could not be performed by the contractor for the reason attributable to DPA or the reasons beyond the control of the contractor, the payment monthly payment will be released by the DPA. However, said activities are required to be successfully completed by the contractor within the time period stipulated by the CME. In this regard, the contractor is required to give a written submission narrating the circumstances which lead to non-execution of activities mentioned in the Maintenance Schedules. In this regard, the decision of CME will be final and binding on the contractor.

Note:

- (i) The payment of final bill will be subject to handing over of port quarter and office spaces, if any, allotted to the contractor and clearance of all outstanding dues.
- (ii) Above documents are not exhaustive, the contractor is required to submit document/information as required by EIC from time to time during the contract period.
- (iii) The monthly payment will be released after deduction of tax, penalty, if any or any other charges applicable as per the conditions of the accepted tender.
- a) In order to get the reimbursement of the cost of spare parts procured by the contractor as per Clause No. 13 (B) of Section-V, the contractor is required to submit the following documents:
 - 1) Certificate of being OEM or authorized dealership certificate.
 - 2) Price list of OEMs/Authorize Dealer.
 - 3) A certificate from OEM/authorized dealer that the rate quoted by them is same as being quoted to other government agencies.
 - 4) A report containing justification for requirement of such spare parts.
- b) The reimbursement of the spare parts mentioned in Clause No.13 (B) of Section-V will made by DPA on actual basis after receipt of the material in good condition.

5. Insurance:

(The Clause No. 8 of Section-II is replaced as under)

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) Personal injury or death.

6. Liquidated Damages: (The Clause No. 11 of Section-II is replaced as under)

(1) The Contractor shall ensure that every Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for planned / preventive maintenance, Each Crane should be available minimum 90% of total hour per month failing which penalty of Rs. 1000.00 per hour and part thereof and per crane will be imposed.

Availability calculation shall be computed as under.

Penalty calculation will be on monthly basis.

Period	Total	Number of	Number of hours	Number of	Minimum	Hours for
(Monthly)	hour in	hours the	the equipment are	hours the	availabilit	which
	month	equipments	under major	equipment	y of 90%	penalty to
		are	overhaul or under	are under	(in hours)	be
		available for	scheduled (or	break down		imposed in
		work.	periodic)	maintenance	A*90%	case (B) is
		A-(C+D)	maintenance or	in a month		less than
			under preventive			(E)
			maintenance in a			
			month. (10% of			<u>(E-B)</u>
			total hours in a			
			month)			
			,			
	Α	В	С	D	E	F

- A = Number of possible equipment hours in a month (24 hours may be taken if the port operate in three shifts. If the port is operating on in two shifts, 16 hours may be considered.
 - = Number of equipment in the fleet x number of equipment in the fleet x number of days in a month x 24
- **B** = Number of hours the equipment are available for work.
- **C** = Number of hours the equipment are under major overhaul or under scheduled (or periodic) maintenance or under preventive maintenance in a month.
- **D** = Number of hours the equipment are under break down maintenance in a month

(II) SHORTFALL OF STAFF:

In case of any shortfall in deployment of maintenance staff as per Clause 5 of Section-V, penalty as under per shift per staff will be levied.

- (i) Service Engineer at the rate of Rs. 2000/-
- (ii) Mechanical / Electrical Engineer Rs 1500/-
- (III) Skilled Supervisor (Mechanical/Electrical)- 1000/-
- (IV) Time office clerk / Mechanical/Electrical technician / welder cum fitter Rs 800/-
- (V) Helper/Cleaner Rs 500/-

(III) SHORTFALL OF CONSUMABLES:

In case the contractor fails to maintain requisite quantity of consumables as mentioned in ANNEXURE-I of Section V, penalty at the rate of Rs. 2000/- per such consumables per day and part thereof basis will be recovered from the payment of contractor till the materials is deposited by the contractor.

(IV) TOOLS & TACKLES:

In case the contractor does not keep required tools & tackles as per ANNEXURE-VI of Section V, penalty at the rate of Rs. 1000/- per such tools and tackles per day and part thereof basis will be recovered from the payment due to the contractor till the required consumables are deposited by the contractor.

(V) DELAY IN PROCUREMENT OF SPARES:

In case the contractor fails to procure the material within the time limit mentioned in the offer of the supplier which will be obtained by the DPA as per clause no. 13(B) of section V, penalty at $\frac{1}{2}$ % of the "Supply Order Value" (Annexure-II(A) & (B)) per week and part thereof will be recovered till procurement of the same. There is no maximum limit of imposition penalty.

(VI) DELAY IN SUBMITTING MAINTENANCE SCHEDULE:

In case there is a delay in submitting the maintenance schedules mentioned in Clause No. 3 of Section-V, penalty at the rate of Rs. 1000/- per day and part thereof basis will be recovered from the payment due to the contractor till the schedule is submitted by the contractor.

(VII) DELAY IN COMPLETION ACTIVITIES AS PER MAINTENANCE SCHEDULE:

In case the contractor failed to execute any activities mentioned in the Maintenance Schedules or failed to execute it within the extended period allowed by DPA, penalty at Rs. 1000/- per activity per month and part thereof basis will be recovered from the payment due to the contractor till the activity is successfully completed by the contractor.

(VIII) REGISTER UPDATE:

In case the contractor does not maintain or update any log book or register as per Clause No. 15 of Section-III, penalty at Rs. 1000/- per register or log book on per day and part thereof basis will be recovered from the payment due to the contractor till the same is maintained or updated by the contractor.

(IX) DELAY IN ASSESSING THE REQUIREMENT OF SPARES:

In case the contractor fails to submit the list of spare parts as mentioned in clause no. 13(B) of Section V within 30 days from the date of issue of work order, penalty at the rate of Rs. 2000/- per day and part thereof basis will be recovered from the payment due to the contractor till the list is submitted by the contractor.

(X) DELAY IN ATTENDING BREAKDOWN:

For any breakdown (except major breakdown) during operation of the crane, Staff has to instantly attend and rectify the breakdown within 30 minutes, exceeding which, an amount of Rs.600/- will be charged or levied as penalty for every hour or part thereof for the first 2 hours. After which, the penalty will be levied at double the rate per hour or part thereof. However, In case of change of wire ropes/ drives failure / repair/motor failure will be given at 8 hrs

(XI) Any delay in the submission of the documents mentioned at clause no. 1 of Section III, penalty of Rs. 1000.00 per day and part thereof will be levied till completion of complete documents.

Maximum penalty will be 100% of the contract value.

7. Guarantee:

(The Clause No. 14 of Section-II is replaced as under)

The guarantee period shall be valid up to 18 (Eighteen) months with effect from the date of acceptance of the spares by DPA or 12 (twelve) months from the date of installation, whichever is earlier in case of Contractor supply the spares as per Clause No. 13 (B) of Section-V against supply order (Annexure-IV).

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

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

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

8. Employer's Obligation:

(The Clause No. 30(ii) of Section-II is replaced as under)

Two quarter will be allotted, if required, by contractor if available at DPA Kandla Colony, on chargeable bases as per prevailing rate & rent as per DPA Norms during the tenure of contract and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated. Last month's payment towards AMC charges will released after deduction of all kind of dues arise out of anything and subject to handing over the Quarter/Quarters, Office Rooms allotted to the contractor.

For office premises room will be allotted, if available & for staff/store additional room will be allotted on chargeable bases and its electricity bill is also to be borne by contractor as per DPA Norms.

9. Third Party Inspection: (The Clause No. 46 of Section-II is replaced as under)

DPA shall appoint the TPIA for monitoring the AMC 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 month may withhold if any quarries raised by TPIA are not complied by AMC Contractor (under the scope of AMC works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

10. Registers to be maintained at site:(The Clause No. 50 of Section-II is replaced as under)

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.

3. Material accepts & issue register

A Material accepts and issue register is to be maintained by the contractor at the site. The consumable material received at site and issue of the same to be noted in the register and said record to be maintain during the tenure of Contract. The Material accepts and issue register shall be property of the Board and shall be maintained at Crane Store.

In addition to above registers maintained, the contractor is required to maintain the following registers:

- MUSTER FORM XVI
- REGISTER OF FINES FORM XXI
- REGISTER OF DEDUCTION FOR DAMAGE OR LOSS FORM XX
- REGISTER OF WAGES FORM XVII
- 5. REGISTER OF ACCIDENT, MAJOR ACCIDENT FORM No 29
- 6. REISTER OF WORKMEN EMPLOYED BY CONTRACTOR FORM13
- REGISTER OF ADVANCE FORM XXII.
- 8. REGISTER OF OVERTIME FORM XXIII
- 9. Profile of staff personnel for posted staff during AMC period.
- 10. Consumable, Tools and Plants.

All the documents prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC.

The contractor will hand over the logs and registers to DPA at the time of completion of contract period.

11. Tools & Tackles: (The Clause No. 52 of Section-II is replaced as under)
All the tools and tackles as per ANNEXURE-VI of Section V, will have to be arranged by the contractor at his own cost for executing the work. 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.

12. Valid Electrical Contractor License and Electrical Supervisor Certificate: (For Electrical Work Only) (The Clause No. 55 of Section-II is replaced as under)

While carrying out of electrical work, contractor will have to provide a person having Electrical Supervisory Certificate issued by Competent Authority. The electrical works shall be carried out as per IER. The Crane Manufacturers are exempted to submit Valid Electrical Contractors License issued by Competent Authority.

13. Rejection:

Substitution, changes or delays shall not be accepted unless confirmed by us. Rejected materials, if any, shall have to be collected from site within two week after receipt of intimation.

Withdrawal of cranes during the currency of the contract During the currency of the contract, DPA may withdraw any or all crane from operation by giving written notice to the contractor due to any reason which is not attributable to the contractor. Note In such cases, the contractor will be paid 20% of the monthly AMC cost of the particular crane and 06 nos. Maintenance staff per crane will be allowed for reduction engaged by the contractor for that particular crane. (ii) The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners. During the currency of the contract, if the crane is required to be withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane or any other reason not attributable to DPA. Note: In such cases, monthly payment and requirement of staff will be regulated as per clause no. 15 of Section-III of the accepted tender till the crane (s) are put into traffic operation. The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

15	Reduced rate and staff strength during the currency of the contract in case of break down.									
Perio	Period Rate of monthly payment Per crane reduction of staff									
After completion of 10 days from the date of written declaration of break down.		(1) Upto 10 th day full payment (2) From 11 th day 20% of the monthly AMC cost of the particular crane	Maximum reduction of 6 Maintenance staff per crane							

16. 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 Counter party 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 Counter party 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 counter party in such cases.

- 17. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTRI 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 DPA and therefore same shall be recovered from the payment / deposit o the contractor / service provider / Supplier.
- 18. The clause no. 47 of Section-II is not applicable.

Signature & Seal of Contractor

SE (E) Deendayal Port Authority

SECTION IV

FORMS OF BID

PART - I

To be submitted by Bidders with their Bids

Form No.	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

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

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

		perintending Engineer (Electrical) ayal Port Authority
		ss) de:
		achchh (Gujarat) e undersigned, declare that:
(a)		e have examined and have no reservations to the tender documents, including addendad clarifications issued vide
(b)	ac	e offer to execute the work in conformity with the tendering documents and in cordance with the delivery schedules specified in the schedule of requirements in cordance with the tender document bearing no. (EL/AC/2049)
(c)	su	r tender shall be valid for the period of 120 days, from the date fixed for the tender bmission deadline and it shall remain binding upon us and may be accepted at any time fore the expiration of that period or any extended period.
(d)		our tender is accepted, we commit to submit a performance guarantee for the due rformance of the contract, as specified in specimen form for the purpose.
(e)	No	Joint Venture / Joint Venture.
(f)	pa	ur firm, its affiliates or subsidiaries- including any subcontractors or contractors for any art of the contract – has not been declared ineligible by the port, under laws of India or ficial regulations.
(g)	in	e understand that this tender, together with your written acceptance thereof included your notification of award, shall constitute a binding contract between us, until a formal ntract 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.
	In 1 Nar Dul	ned: [insert signature of person whose name and capacity are shown] the capacity of [insert legal capacity of person signing the form of tender] me: [insert complete name of person signing the form of tender] ly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]
	Dat	ted on day of,(insert date of signing)

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

- 1.1 Constitution of legal status of Bidder (Attach copy)
 - Place of registration:
 - Principal place of business:
 - (power of attorney of signatory of Bid (Attach):

2. Turnover of the Firm

Description	Year	Turn over
(insert the year as per PQC)	2019-20	
i.e. last three financial years ending 31st	2020-21	
march of the previous year	2021-22	

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

Attested Copy of Annual Turnover during Last Three Year Ending on March 2022

3. Similar works

Particulars	Year	No. of Woks	Value
	2015-16		
	2016-17		
Total value of completed	2017-18		
Similar work as defined in the tender document during last	2018-19		
07 years.	2019-20		
	2020-21		
	2021-22		

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

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

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
1	2	3	4	5	6	7	8

(B) Works for which bids already submitted

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

Attach attested certificates.

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

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

o. Additional information bidder may like to subim	onal information bidder may like to su	bmi
----------------------------------------------------	----------------------------------------	-----

Duly authorized	to sign this authoriz	zation on behalf	f of: (insert complet	e name of Tenderer)
Dated on	day of		(insert date of	sianina)

	Form-3
	SPECIMEN FORMAT FOR DECLARATION
	(To be executed on bidder's Letter Head)
To	
•	Project title)
	undersigned, having studied the pre-qualification submission for the above mentioned ect, 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.
	e:Place:
	e of Applicant:
керг	resented by (Name & capacity)

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To
The
Dear Sir,
$\hbox{We} \hbox{ do hereby }$
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:

	Form-5
EXCEPTIONS AND DEVIATIONS	

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

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

Note: however, the Bidders 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 t	o sign this authorization	on behalf of:	[insert complete	name of Tend	derer]
Date on	day of		[insert	date of signin	ıg]

INTEGRITY PACT BETWEEN

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

(Name of the bidder and consortium members)......hereinafter referred to as "the Bidder/Contractor"

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 execution of a contract, demand, take a promise for or accept, for him/herself or third person, any material or immaterial benefit which he/she is not legally entitled to.
- (b) The Principal will, during the pre-contract stage, treat all BIDDERs alike, and will provide to all BIDDERs the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERs.
- (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 relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

- (1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.
- a. The Bidder/Contractor will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the execution of the contract or to any third person any material or immaterial benefit, which he/she is not legally entitled to, in order to obtain in exchange of advantage of any kind, whatsoever during the execution of the contract.
- b. The Bidder/Contractor 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/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor 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 will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- e. The Bidder/Contractor will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
- f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.
- (2) The Bidder/Contractor will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section-3 Disqualification from or exclusion from future contracts

If the Bidder, before award of contract, has committed a transgression, through a violation of Section-2 or in any other form, such as to put his reliability as Bidder, into question, the principal is entitled to disqualify the Bidder, from the tender process, or to terminate the contract, if already signed, for such reason.

1. If the Bidder/Contractor has committed a transgression, through a violation of Section-2, such as to put his reliability, or credibility into question, the Principal is entitled to disqualify the Bidder/Contractor from the tender process, terminate the contract if already awarded and also, to exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined, by the circumstances of the case, in particular the number of transgressions, the position of the transgressions, within the company hierarchy of the Bidder and the amount of the damage. The execution will be imposed for a minimum of 6 months and maximum of 3 years.

Note: A transgression is considered to have occurred, if in the light of available evidence, no reasonable doubt is possible.

- 2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.
- 3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

- 1. If the Principal has disqualified the Bidder, 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 equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor 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 transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.
- 2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

Section-6 Equal treatment of all Bidders/Contractors/Subcontractors

- 1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.
- 2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.
- 3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

Section-7 Criminal charges against violating Bidders / Contractors / Sub - contractors

If the principal obtains knowledge of conduct of a Bidder/Contractor or Subcontractor, or of an employee, or a representative, or an associate of a Bidder/Contractor, or Subcontractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the Vigilance office.

Section-8 External Independent Monitor

- 1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri S.K. Sarkar IAS (Retd.) independent Monitor, for this Pact. 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 to the Chairperson of the Board of the Principal.
- 3. The Bidder/Contractor 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 request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
- 4. 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.
- 5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding 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.
- 6. 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 of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.

7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

This Pact begins when both parties have signed it. It expires 12 months after the last payment under the contract Agreement is made. If any claim is made/lodged during this time, the same shall be binding and continue be valid, despite the lapse of this Pact, as specified above, unless it is discharged/determined Chairperson of the Principal. The Pact duration in respect of unsuccessful Bidders shall expire after 3 months of the award of the contract.

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, before they become effective and binding on the both parties.
- 3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
- 4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intensions.

For the Principal	For the Bidder/Contractor
Place: Gandhidham Witness-1 Witness-2	
Date: / /2022	

- 1. The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per Bid Response sheet No. 10 and Shri S.K. Sarakr IAS (Retd.) has been nominated as Independent External Monitor for the Integrity Pact whose address is as under:
- 2. Shri S.K. Sarkar, IAS (Retd.) B-104, Nayantara Aptt., Plot 8 B, Sector-7, Dwarka, New Delhi - 110 075. Mobile No. 9811 49324

Email: sksarkar1979@gmail.com

LETTER OF INTENT FORMAT

No:	Date:
То	
(Name and Address of the Contra	ctor)
Sub: Tender No. EL/AC/20	49
(Name of Work)	
Ref: Your bid dated	
And (list the corresponden	ce with the Bidder)
Dear Sirs,	
subject, we are pleased to infor competent authority and you are	ove offer and subsequent correspondences on the m you that your offer has been accepted by the hereby requested to initiate actions for fulfilment of ted in the tender document for the above said work,
Agreed Schedule date of commen	for this work shall be Mr and Schedule cement of the work is and Schedule rk is Total Contract Price is
You are requested to sign Tender conditions.	the Agreement and fulfil other formalities as per the

Yours Faithfully, (Signature of the controlling Officer) CHIEF MECHANICAL ENGINEER Deendayal Port Authority

	SPECIMEN CONTRACT AGREEMENT	
	(To be executed on ₹300.00 non-judicial stamp paper)	
[The	successful tenders shall fill in this form in Accordance with the instructions indicated	
	This agreement made of this day of between	<u>n</u>
	pard of Deendayal Port Authority, a body corporate under Major Ports Authorities Ac	
	have its Administration Office Building at Gandhidham (Kutch) (hereinafter called th	
	I' which expression shall unless excluded by or repugnant to the context, be deemed	
	e their successors in office) of the one part and (Name and address	
	partners if a partnership with all their address) hereinafter called the 'Contractor' which	
	ssion shall unless excluded by or repugnant to the context be deemed to include his	
	heirs, executors, administration, representatives and assignees or successors in office	се
of the	other part.	
	WHERAS the Board is desirous to carrying out the work	of
	Ar	ıd
where	eas the Contractor has offered to execute and complete such work.	
	WHERAS the Contractor has deposited a sum of Rs (Rupe	മ
	WHERAS the Contractor has deposited a sum of Rs (Ruper only) as security deposit in the form of Bar	วง าk
Guara	ntee/Demand Draft for the due fulfillment of all the conditions of the contract.	
	THIS AGREEMENT WITHINESS AS FOLLOWS:	
1.	In this agreement words and expression shall have the same meaning as a	re
	respectively assigned to them in the general condition (including special conditions,	
	any) of contract hereinafter referred to.	
2.	The following documents shall be deemed to form and read as construed part of the	iis
	agreement viz.:	
i)	Notice inviting tender.	
ii)	Technical specifications.	
iii)	Special conditions of contract.	
iv)	Tender submitted by the Contractor.	
v)	The Board's "Drawing".	
vi)	The schedule items of work with quantities and rates.	
vii)	Any correspondence made between the Superintending Engineer (E) and the	ne
	Contractor after opening of the cover - I as regards to contain clarifications/detail	ils
	called for vice versa.	
viii)	Common terms and conditions offered to Contractor and their acceptance includir	ng
	confirmation to withdrawal of their own terms and conditions offered with the tend	er
	i.e. 'Cover – I'.	
ix)	Bank Guarantee for security deposit.	
3.	The Contractor hereby covenants with the Board to complete the work	of
	in conformity in all respects, with the provision	าร
	of the contract.	
4.	The Board hereby covenants to pay the Contractor in consideration of such completic	on
	of the works, the contact price of ₹ (Rupees only	y)
	at the time and in the manner prescribed of the contract.	
	IN WITHNESS WHERE of the parties here unto have set their hands and seals the da	
	and year first above written signed and sealed by the Contractor in the presence of	:

"MAINTENANCE CONTRACT OF 3 NO'S 25 T CAPACITY 4 ROPE ELL CRANES ALONG WITH GRAB AT BERTH NO. 10 AT INSIDE CARGO JETTY AREA FOR A PERIOD OF TWO YEARS"

	_	-	
2.	O	Z	Z

Witness	
1. Name & AddressSeal	Signature of Contractor
2. Name & Address Seal	
Signed, sealed and delivered by Shri in presence of	on behalf of the Board
1	
2	(Chief Mechanical Engineer) Deendayal Port Authority
The common seal of the Board of Deen 1	dayal Port Authority affixed in the presence of:
2	

Secretary Deendayal Port Autority

SPECIMEN BANK GURANTEE TOWARDS PERFORMANCE GUARANTEE/SECURITY DEPOSIT

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

To, The Board of Deendayal Port Authority, Deendayal Port Authority A.O.Building, P.O.Box No.50, Gandhidham-Kutch.

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
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
2. We,(Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs
(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.
(Name of Bank and Branch), further agree with the Board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the

have been fully and properly carried out by the said Contractors and accordingly discharge his 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.
New,
o. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
T. It is also hereby agreed that the Courts in Gandhidham would have exclusive jurisdiction in espect of claims, if any, under this Guarantee.
We,Bank lastly undertake not to revoke this guarantee during its urrency except with the previous consent of the Board in writing.
Notwithstanding anything contained herein:
a) Our liability under this Bank Guarantee shall not exceed Rs
Date day of 22 For (Name of Bank)
(Name)
ignature

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

	(To be executed on Bank's Letter Head)		
To Th	Date: e Board of Authority of Deendayal Port		
De	ar Sir,		
	Sub: Our Bank Guarantee No		
	dated for ₹ favoring yourselves		
	issued on a/c of		
M	5		
	(Name of contractor)		
	We confirm having issued the above mentioned guarantee favoring		
vo			
	urselves, issued on account of M/svalidity for expiry upto		
uc	eand claim expiry date up to We also confirm 1)		
Βċ	nk Guarantee on behalf of the Bank and his/their signatures is/are binding on the Bank.		

Name of signature of Bank Officer

<u>Deendayal Port Authority</u> <u>Form of application by the Contractor for seeking extension of time</u> Part – 1

1.	Name	of	Contr	actor

- 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

C 1 '11 I		C D'		O.CC.	
Submitted	to the	Sun-Di	visionai	Officer	

Signature d	כ	ĺ
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	Contractor
Date:	

Deendayal Port Authority APPLICATION FOR EXTENSION OF TIME PART II

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

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

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

Signature of Divisional Officer Date:

(To be filled in by the Executive Engineer)

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

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

Signature of Executive Engineer

Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer

Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer

Date

Section-V

Scope of Work & Technical Specifications

1. General:

3 Nos. TIL Cranes of 25T capacity ELL Cranes were commissioned at Berth Nos. 10 & 11 & inside Cargo Jetty Area, Deendayal Port Authority in the year 2006-07.

Deendayal Port Authority intends to outsource the Maintenance of 3 Nos. above said Cranes to a resourceful outside agency with sufficient expertise in the field. The main objective of the work "Maintenance Contract of 3 Nos. 25T capacities TIL makes wharf Cranes for a period of 2 Years"

- 1 To ensure efficient, safe and reliable maintenance of the Cranes.
- 2 To maintain the Cranes in a healthy and efficient condition.
- 3 To ensure high availability of the Cranes in a consistent manner.
- 4 The Maintenance Contract will be entered for 02 years initially from the date of issue of Work Order. However, the same can be extended for any period maximum up to 1 year on the same rates of final year, Terms & Condition and quantity (arrived proportionately).

2. Commencement of AMC work.

On issuance of work order, Contractor shall take over all the three number of TIL cranes in present condition and commence the AMC work.

- (a) Full AMC will be applicable for respective no of crane (s) put in traffic operation.
- (b) In case of crane (s) is not worthy for traffic operation payment will be made at 20% reduced rate of the AMC cost will be applicable, until the Crane (s) is put in operation. However, it will be in the scope of AMC contractor to perform the basic maintenance works to upkeep the cranes.

At the time of commencement, due to any reason, if crane is idle / under breakdown for long time labour / consumable / spares required to pull ELL into traffic operation for the first time will be in scope of AMC Contractor. However, cost of said spares / consumables will be reimbursed by DPA on actual basis for particular system. The said spares / consumable shall be brought from OEM / Authorized dealer on written confirmation of Engineer-in Charge only.

Moreover, after detail examination, list of critical spare required for uninterrupted operation (i.e in scope of DPA) as per OEM maintenance plan along with supporting documents in acc. With procurement manual, valid budgetary offer of OEM etc, shall be provided within 30days from putting ELL cranes into traffic operation in absence of list of critical spares any breakdown shall be treated in your account (contractor).

The Maintenance Contract includes all kind of schedule and preventive maintenance as per **ANNEXURE-V** (a) to (e) (Daily/Weekly/ Monthly/Half yearly/Yearly) & also includes Breakdown Maintenance and all other repairing works with all labour and materials. Apart from consumables mentioned as per **ANNEXURE-I**, required materials mentioned and updated time to time are to be procured by the contractor as and when required and the cost of the same will be remitted by DPA on actual

basis. However on entering in contract joint material inspection will be conducted and the materials which are not available with DPA but require on priority for 1st year AMC, such spare parts shall be procured and supplied by the contractor to DPA at its Store in good condition. The spare parts and consumables, procured and supplied to DPA by the contractor will be the property of DPA.

In the circumstances, where the contractor fails to identify the requirement of spare parts, DPA will give a written instruction to the contractor to procure the spare parts list and also intimate the quantity, rate and source of procurement of the spare parts to the contractor from the specific source. In any case, the payment to the contractor towards the purchase of spare parts (not consumable) will be remitted on actual basis.

The cranes shall be secured, if any forecasting is there or directed by DPA.

Travelling Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, anchoring attachment, thrusters and its travel structure etc. Weekly greasing to all movable parts, pins, hardware's etc. with suitable grease gun, if grease is not moving in its periphery area, the same is to be attended, Cleaning of its electrical drive, resistance box cables and its illumination. This also include replacement of old oil from gearbox & to top up with 460 grade new gear oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box, Replacement of hardware's, Brake liner, rusted hardware's, if require replacement or if got wear out, same is to be attended by contractor along with requisite original/equivalent material. Similarly its motor is of 5.5 KW squirrel cage motor of SEW make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor on their own cost.

Slew Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, fluid coupling, thrusters, and SLEW BEARING. Weekly greasing to all movable parts, pins, hardware's etc. with suitable grease gun, Grease grade EP2, Cleaning of its electrical drive, resistance box cables. This also includes attending of coupling pulley and hardware every year without fail, gear box, replacement. Hardware's, brake liner is to be attended by contractor along with requisite original/equivalent material, Similarly its motor is of 37 KW squirrel cage motor of Siemens make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Hold/Close Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, drum, thruster, encoder and its machine house structure etc. Weekly greasing to all movable parts, pins, hardware's etc. with suitable grease gun, if grease is not moving in its periphery area same is to be attended, similarly cleaning of its electrical drive, resistance box cables and its illumination. This also include replacement of old oil from gearbox & to top up 460 grade new gear oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box, Replacement of oil seal, rubber bush, brake

liner, drum coupling, thruster part if got wear out same is to be attended by contractor along with requisite original/equivalent material, This also include its hardware's etc. Similarly its motor is of 250 KW squirrel cage motor of Siemens make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Luff Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, luff screw, thruster, encoder and its structure etc. Weekly greasing to all movable parts, pins, hardware's etc. with suitable grease gun, if grease is not moving in its periphery area same is to be attended, similarly cleaning of its electrical drive, resistance box cables and its "A" frame illumination. This also include topping of recommended oil/grease in central lubrication pump, if leaking from any gear box, Replacement of existing oil with new oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box. This also include replacement of luff nut, rubber bush & hardware's, coupling /thrusters /lubrication pump parts if got wear out same is to be attended by contractor along with requisite material, Similarly its motor is of 45 KW squirrel cage motor of Siemens make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Apart from above assembly there are sheaves & pins of main jib/fly jib/A frame which are to be cleaned thoroughly & shall be grease once in a month. Wire ropes of size 32 mm. are to be lubricated fortnightly, if got damage during operation, same are to be replaced; complete illumination of crane from inside & outside shall be maintained with proper Industrial illumination fixtures by contractor. This also includes maintenance of Grabs and to attend its leakage from jaws with suitable methods, grabs are of various capacities such as 10 m³, 12 m³, 16 m³, 18 m³ & Hook blocks.

All cranes shall be washed with sweet water once in a month by high pressure jet pump, sweet water will be supplied by DPA, but water tank of appropriate capacity & jet pump, Hose Pipes etc. shall be arranged by contractor at working site.

Load lifting assembly of Wylie is installed in every crane for its radius & load lifting display & for safety of crane, i.e. Alarm & tripping which is to be calibrated & if found erratic same is to be attended by contractor. However, if require to replace with new one, same will be replaced by DPA by separate work.

These Cranes were equipped with Siemens (SEMOVERT) drives at the time of inception. At present these drives are phased out by the Siemens and due to that Revamping / retrofit has been done in Crane No. 12 with new version (SINAMICS) drives of M/s. Siemens in the year 2016. The other 2 cranes drives were also retrofit with latest version of (SINAMICS) drives of M/s. Siemens in the year 2021.. In case of failure of any driver the spare parts, control cards and its components, same will be provided by DPA. However, as and when required laptop uploaded with software will be provided for trouble shooting only.

Moreover, the record keeping shall be maintained as per ISO Norms, apart from same Site Order Book for instruction is to be maintained.

The contractor shall submit the monthly & yearly report of each crane regarding its availability, utilization to concern officer.

Maintenance / repairing of all the Mechanical, Electrical & Electronics parts / accessories of all the drives (i.e., Hold, Close, Slew, Luff and Long travel), power supply system and other auxiliary systems including repairing and replacement of drives, PLC unit, Master controllers, limit switches, motors, gear boxes, CRD, central collector column, power and control contactors, fuses, HRC fuses, batteries and other consumables. Moreover, attending the H.T fault from substation to the bell-mouth is in the scope of the contractor with the support of the DPA representative.

2. Contractor's personnel:

The Contractor must engage trained, qualified and experienced staff for smooth, safe & trouble free operation and maintenance of the Cranes. The core personnel of the contractor including engineers so deployed have qualification & relevant experience in the fields of assembly and sub-assembly of the Cranes, Electrical Circuit of Electrical Power/Control System, Siemens PLC & Drive System, Maintenance of LT Equipment, Lighting System, earthing system, etc. preferably in Cranes and are in a position to rectify defects developed during the operation of the Crane with minimum down time.

The Contractor shall deploy their Service Engineer (Overall in Charge) along with skilled supervisors (Mechanical & Electrical), Technicians (Mechanical, Electrical & Electronics) and unskilled staff such as Oilman, Cleaner, Helper, etc, during the contract period.

In natural climates such as cyclone, heavy rain, warning situations the contractor shall be responsible for making arrangements for locking of Cranes, its super structure etc. even after that any damage occurs to Cranes due to negligence of contractor, the contractor shall be responsible for that & damage shall be make good by contractor at his own for which DPA shall not pay.

The Contractor must remove immediately the workmen in case of indiscipline, misconduct, negligence in duty, suppression of facts, deliberate mishandling of machine & equipment, sabotage, professional in-competency etc.

If any damage caused by the workmen engaged by the Contractor, is noticed by DPA, to any machinery or equipment or installation of DPA due to negligence, ignorance or malafide intention shall be made good at the cost of the Contractor within a reasonable period of time acceptable to DPA, failing which the cost of the damages assessed by DPA shall be deducted from the bill of the Contractor.

All individuals engaged in the performance of the Contractor's obligations under this contract shall be the employees of the Contractor and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by the Contractor in accordance with the applicable labour laws & regulations. The Contractor shall be solely responsible for employment policies that specify the requirements for staff working under him and such policies are to be consistent & in conjunction with the existing applicable labour laws.

During the period of the Contract, if the Contractor intends to induct new work men or make alterations in their grade, the Contractor shall communicate the same for acknowledge to DPA.

The Contractor shall employ skilled Supervisors (Mechanical & Electrical) in each shift for overall co-ordination of operation and maintenance of the Cranes apart from engineers for different systems/equipment's and Overall-in-charge during shifts, who will oversee and be responsible for all the functions of Crane operation and maintenance. The Highly skilled Supervisors (Mechanical & Electrical) shall co-ordinate with shift –in-charge of DPA posted in each shift or Engineer-in-Charge for smooth execution of the maintenance contract.

The engineers / supervisors attached to maintenance must be conversant with the technology of various systems, equipment, machines and systems and has to coordinate with the operating personnel for smooth operation. They have to be vigilant & should promptly respond to any operational requirements.

During operation, if any abnormality, defect / fault are noticed, the same shall be promptly communicated and remedial steps must be taken under intimation to the Shift-in-charge of DPA. The contractor shall place a suitable mechanism for rectification of problems so that delay in operation can be avoided.

The shift in charge/Engineers/Supervisors of the Contractor associated with maintenance shall plan & co-ordinate all the maintenance activities including preoperational checks. Also, necessary interaction for operational requirements should be done in close co-ordination with Shift-in Charge/ Engineer-in-charge of DPA.

The Contractor shall keep and maintain the records of day to day maintenance activities, i.e. material consumption, work carried out, attendance of labour, labour Wages and submission of the same to Engineer-in-charge at the time of RA Bill.

Stoppages during operation, any type of abnormalities including adverse operating condition or characteristics, bypass of safety devices shall be recorded and same shall be intimated to Shift-in Charge / Engineer-in charge with follow-up action.

The Service Engineer (overall-in-charge) of Contractor shall review day-to-day maintenance activities, co-ordinate with the Engineer-in-Charge of DPA & shall handle all administrative matters of his establishment.

3. Submission of Maintenance Schedule:

Maintenance Schedules to be followed during the AMC contract are given at Annexure-V (a) to V (e) of Section-V. Accordingly, contractor shall prepare the each substation and equipment wise maintenance schedule i.e. Daily/Weekly/Monthly/Half yearly/Yearly for performing the maintenance work. The Maintenance Schedules are indicative and subject to review by EIC as and when need arises which will be final and binding on the contractor without any financial implication.

So far as activities indicated in the half yearly and yearly maintenance schedule are concerned, the successful bidder will submit a schedule to EIC showing the months

in which the activities mentioned in the half yearly and yearly maintenance schedule will be carried out and the preparation to be done by DPA in this regard.

The time lines for submitting above half yearly and yearly activity schedule are as under:

Description	Time line		
1st year of AMC contractor			
1) half yearly activities	Within 30 days from the date of issue of wok order		
2) 2 nd half year activities	Between 5 th and 6 th month of the contract period		
3) Yearly activities	Within 30 days from the date of issue of wok order		
2nd year of AMC contractor			
1) half yearly activities	Between 11th th and 12 th month of the contract period		
2) 2 nd half year activities	Between 17 th and 18 th month of the contract period		
3) Yearly activities	Between 11 th and 12 th month of the contract period		

The EIC can change the month proposed by the contractor for carrying out such activities considering the operational circumstances and other priorities. In this regard, the decision of EIC will be final and binding on the contractor.

4. Documentation:

Crane Equipment's parameters should be recorded in daily logbooks. Separate log books will be prepared for separate equipment.

Contractor should maintain individual History Records for all critical equipment's and other safety related items, this history record should have all the details of work carried out on day to day, monthly, quarterly, half yearly and yearly. Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge (Electrical) or his nominees.

5. Deployment of Maintenance Staff:

The Contractor shall have to deploy Service engineer (over all In-Charge) who has deal with DPA technically and administrative matters. The contractor shall have to deploy at minimum following Engineering staff, skilled staff and supervisory Staff & contractor shall submit the Roaster Plan. However, any work arises during maintenance if Contractor feels he may deploy more man power to reduce the down time of Cranes.

Sr. No.	Designation	Qualification	Timings
1	Site Engineer	Diploma / Degree Engineer with at least 5-7 years of experience in similar field.	1 in General shift

2	Mechanical Engineers	Degree/ Diploma holder with relevant experience.	1 in General shift
3	Electrical / Electronic Engineers	Degree/ Diploma holder with relevant experience.	1 in General shift
4	Time office clerk	Higher secondary passed with computer proficiency.	1 in General shift
5	Skilled Supervisor (Mechanical)	Diploma holder with relevant experience.	1 in each shift
6	Skilled Supervisor (Electrical)	Diploma holder with relevant experience.	1 in each shift
7	Mechanical Technicians.	ITI Holder with relevant Experience.	1 in each shift
8	Electrical / Electronics Technician	ITI Holder with relevant experience.	2 in each shift
9	Welder cum fitter	Having knowledge of welding & fitting at any workshop.	1 in General shift
10	Cleaner	Having knowledge of cleaning of heavy machinery at any workshop	1 in each shift
11	Helper	Worked as Helper / Cleaner of any artisan at any workshop	2 in each shift

Total 29 staff members.

The normal deployment of Contractor's personnel in each shift shall be on 8hrs. Basis. However, in exigencies, extended duty may be performed by the Contractor's personnel. Extended duty beyond the shift hour can be adopted only on special requirements and certainly not as a practice. The labour reports fortnightly shall be submitted by contractor with RA Bill every month.

6. Operation:

The Cranes will operate in 3 Shift basis (24 hrs. a day) & 365 days a year. The normal shift timings are as follows:

Arrival & Departure of staff should be well-planned to up-keep the maintenance requirement in tact round the clock.

7. Meetings with DPA officials:

Overall In- Charge shall interact with DPA or authorised representative of DPA regarding Crane operation and maintenance every day or as desired by DPA. The

maintenance activities and also other activities (if any) shall be reviewed/discussed weekly in the review meeting to plan maintenance requirements. The Overall in-charge of the Contractor and Shift-in-charges along with the Engineers from DPA shall attend this meeting.

8. Maintenance:

Maintenance of Cranes primarily aims at keeping the Cranes in efficient and reliable operating conditions, minimizing the downtime during operation so as to ensure their maximum availability and productivity.

The maintenance of Cranes shall be done by the Contractor in accordance with recommendation of Original Equipment Manufacturer and taking into account the current status of Cranes by following sound engineering practice and proper maintenance standards.

The contractor shall carry out the maintenance activities to prevent failures and also execute improvement activities / repair activities for prolong Crane life; reduce maintenance hours in order to ensure maximum availability of the system. The contractor shall follow the maintenance practices/activities as under:

Generally there are two types of maintenance in use:

8.1 Preventive Maintenance:

The care and servicing for the purpose of maintaining the systems and equipment in satisfactory operating conditions by providing systematic inspection, detection and correction of incipient failures either before they occur or before they develop into major defects.

Maintenance including tests, measurements, calibration and part/component replacement performed specially to prevent occurrence of faults /failures.

Preventive maintenance can be divided into following subgroups Planned maintenance or Scheduled maintenance.

Maintenance Activities to be done as per Schedule or Plan (Preventive Maintenance Schedule) which may be related to Time like Daily / Weekly/ Monthly /Half Yearly / Yearly basis and so on or equipment running hours or other parameters as per recommendation of OEM. Besides the Preventive Maintenance Schedule shall be reviewed and modified taking into account the aging of Cranes, operational conditions (environment) and operational requirement, etc.

8.2 Breakdown maintenance:

8.1.1

Maintenance which is required when an item has failed or worn out to bring it back to working order i.e. in case failure of Drive Spares, Insulator, motor, gearbox, resistor unit.

During operation abnormalities/ defects/faults are observed and in some cases failures of components occur resulting in breakdown of equipment. Corrective Maintenance is a maintenance activity to identify, isolate and rectify a fault so that the failed

component/ equipment/ machine or system can be restored to an operational condition within the tolerances or limits by repairing otherwise by replacement.

9. Based on maintenance practices as mentioned above, following are the gists of the maintenance to be adopted.

The contractor shall take up mechanical maintenance, electrical maintenance, and structural maintenance etc. of Cranes by using preventive maintenance techniques in addition to traditional preventive measures so as to maintain the Cranes in efficient and reliable manner.

The contractor shall strictly follow a routine maintenance plan and ensure timely maintenance of the Cranes as per the plan/Maintenance schedule. However, the schedule may be reviewed and amended from time to time, if necessary and in consultation with the Engineer-in-charge with a view to make it more appropriate to meet the site needs.

The contractor shall properly plan for execution of maintenance activities during nonoperational time of Cranes.

10. Routine inspection and Condition monitoring:

Inspection of all Cranes shall be carried out by the Contractor in accordance with maintenance manual of individual equipment / manufacturer's recommendation.

Before and after operation of Cranes, the Contractor shall carry-out careful and detailed inspection of all equipment and its components. An effective maintenance practice should include Condition Monitoring and assessment along with Visual inspection. Most of the tasks associated with Condition Monitoring are generally carried out while the equipment is in service or when the equipment is shut down for some other reason. Action shall be taken on the observations during inspection and condition monitoring.

11. Lubrication:

Lubrication is an important activity in the system of maintenance. The Contractor shall prepare and implement the lubrication schedule as per the maintenance manual for all Cranes. The Contractor shall supply all type of lubricants recommended by the equipment manufacturer. A well-conceived lubrication schedule should include its application by the right method, at proper frequency, storage, handling and identification.

Contractor shall conduct i) periodic lubrication of wire ropes, handling tackles etc., ii) periodic lubrication of lifting appliances, hoists, and chain pulleys, etc as per the ISO requirement and it shall be his responsibility to make good any defects promptly. However, the required main items, be supplied by DPA.

Lubrication of Slew Bearing: - The Slew Bearing is the highly Critical Part of the Crane. Improper greasing or poor quality grease may lead to failure of Slew Bearing, which will result into major breakdown of cranes for long time. Therefore, after 100 operational hours (Maximum) or before completing 100 operational hours if required

the Raceway shall be lubricated. The gear of slew bearing shall be lubricated weekly and gear should always have sufficient grease.

The shorter lubrication periods apart from above mentioned time schedule shall be adopted in case of high amounts of moisture, high dust or dirt effects, and strong temperature changes as well as continues rotation. For Raceway & Gear of Slew Bearing the following make & type of Greases to be used as per recommendations of OEM of Slew Bearing i.e. M/s Rothe Erde.

The make & type of Greases for Slew Bearing brought by Contractor during AMC period shall be approved from Engineer-in-Charge, as it is the part of Consumables to be supplied by Contractor.

Sr.	Part O	Make	Туре
No.	Slew		
	Bearing		
01	Raceway	Aral, Castrol, Total, Kluber lubrication, Mobil, Fuchs, IOC, BPL, Reliance, Lubricants, Shell	Aralub HLP 2, Spheerol EPL 2, Multis EP 2, Centoplex EP 2, Mobilux EP 2, Lagermiester EP 2, Alvania Ep (LF) 2. Even if latest lubricant manufacturer can also be enlisted, subject to having all the relevant characteristics / equivalent of existing one to be provided by contractor.
02	Gear	Aral, Castrol, Total, Kluber lubrication, Mobil, Funch, IOC, BPL, Relience, Lubrieants,, Shell	Aralub MKA –Z 1, Mollub-Alloy 970/2500-1, Ceran AD PLUS, GRAFLOSCON C-SG 0 ultra, Mobilgear OGL 461, Ceplattyn KG 10 HMF, Malleus OGH. Even if latest lubricant manufacturer can also be enlisted, subject to having all the relevant characteristics / equivalent of existing one to be provided by contractor.

12. Major Breakdown:

In case of the major breakdown as per Annexure-III of Section-V, the repair work shall be carried out through AMC contractor/OEM/Any Reputed contractor as per relevant standards on receiving approval from competent authority with the third party inspection arranged by DPA on the particular work. The major break down is not in the scope of AMC contractor. And the TPI inspection cost shall be borne by DPA.

13. Consumables & Spares:

A) CONSUMABLE:

The Contractor shall arrange to maintain the consumables as per Annexure-I (A & B) on monthly basis to the crane store of DPA and material will be issued on production of requisition by Contractor. Consumables are to be maintained within 7 days of commencement of every month (monthly billing cycle).

B) OEM SPARES

(a) The contractor, within 30 days of issue of work order, is required to inspect of all 3 Nos. of TIL cranes and submit a list of OEM spare parts for immediate

replacement. The list should also consist a technical report, test report (if required), quantity, part nos., description of material. DPA will finalize the list and intimate the quantity, rate and source of procurement of the spare parts to the contractor. Accordingly, the contractor will procure the spare parts. Once OEM the spare parts is procured and deposited by the contractor in the store of DPA in good condition, the remittance will be made by DPA on actual basis. A tentative list of such OEM spare parts (which is not final) is placed at Annexure-II (A) & (B) of Section-V.

(b) Contractor is responsible for a planning and procurement of OEM spare parts from time to time for effective performance. The contractor shall plan the requirements in Annexure-II(A) & II(B) and submit to DPA along with rates, accordingly DPA shall process the draft supply order which is the part of Tender and after approval of competent authority the contractor shall procure and supply the same to DPAwithin the time period specified in supply order.

Once the OEM spare parts is procured and deposited by the contractor in the store of DPA in good condition, the remittance will be made by DPA on actual basis. The OEM spare parts and consumables procured by the contractor will be the property of DPA.

In the circumstances, where the contractor fails to identify the requirement of spare parts, DPA will give a written instruction to the contractor to procure the spare parts list and also intimate the quantity, rate and source of procurement of the spare parts to the contractor from the specific source.

14. Maintenance of Illumination System:

The contractor shall be responsible for maintenance of illumination system of Cranes i.e. inside & outside luminaries fixed at cranes for desired illumination level in different areas of Cranes during day and night operation of the Cranes as per requirement which is very much essential from operation and safety point of view.

15. Safety:

The Contractor shall observe all applicable regulations regarding safety of man and machine.

16. Watch & Ward:

During the Maintenance contract watch and ward of consumables and other tools shall be under the scope of the contractor.

17. Availability:

Availability of crane shall be 90% per month after deducting the maintenance period.

18. Painting work on cranes:

The Contractor have to paint all the Cranes one by one by cleaning of blister formation, rusted surface of crane main structure & secondary structure complete during First / Second year of commencement of AMC Contract. The paint shall be applied as under and as directed by Engineer-in-charge.

a. First coat of epoxy primer.

- b. Second coat MIO.
- c. Third coat of Epoxy polyurethane finish paint to safeguard the crane against rusting as per the existing shade.

Note: - Paint shall be supplied by DPA free of cost if available. In case of non-availability of paint with DPA the contractor shall provide the paint with written consent of DPA as mentioned in above paras and the cost of paint shall be reimbursed by DPA on actual basis.

19. H.T. trailing cable joint:

During loading/unloading of cargo, by any reason if trailing cable of Copper Conductor EPR Cable got damaged, contractor will make EPR/heat shrink joint on it, complete with labour & materials.

Description of Trailing Cable: 3C X 25 + 3C X 16/3 sq.mm, 11KV (E) Grade ERP insulated flexible round tailing cable.

Length: 100 Meter for each Crane

Note: - Cable Joint kit shall be supply by Contractor free of cost (from the consumables they have deposited).

20. Accidental damage:

If Crane stationed at any point and same got damage due to dashing or due to natural calamity, under such circumstance the repairing /re-commissioning will not be in the scope of the AMC contractor. For which the work may be carried out separately.

21. Replacement of Slew bearing:

In case of failure of slew bearing, the replacement work including procurement will be carried out separately by Deendayal Port Authority. The expenditure in this regard will be borne by DPA.

Signature & Seal of Contractor

ANNEXURE - I Consumables:

A. MECHANICAL CONSUMABLE ITEM

Sr. No.	Description	Qty.
1.	460 / 320/220GEAR OIL or suitable for drive gears as	1 Drums (210 ltrs)
	recommended by OEM for HOLD/CLOSE, Luff, Slew & LT	of each type of Oil.
2.	EP 2 GREASE. (Lithium saponified mineral oil of NIGI Grade	2 Drums (208 ltrs)
	2 with EP Additives).	
3.	OIL FOR FLUID COUPLING Servo 32 or 46 or its equivalent.	20 ltrs.
4.	CARDIUM COMPOUND.	1 Drums (180 kg)
5.	GAS (DA)	1 Cylinder
6.	GAS (OXYGEN).	2 Cylinder
7.	WELDING ELECTRODES FOR ALLTYPES OF METAL	Hardox7018 1Pkt.
	WELDING/FILLING.	MS 6013 - 1 Pkt.
		SS – 1Pkt.
8.	DIESEL/CLEANING SOLVENT.	40 ltrs.
9.	CONTACT CLEANER SPRAY.	10 Tin (500 ml)
10.	RUST CLEANER SPRAY.	10 Tin (500 ml)
11.	HIGH TENSILE NUTS & BOLTS, ALLEN KEY OF ALL SIZE	50 kg.
	WITH FLAT/SPRING WASHER, SPLIT PIN.EXCLUDING	
	SLEWBEARING HARDWARE.	
12.	CLEANING CLOTH	100 kg.
13.	METAL PUTTY.	2 kg.
14.	EPOXY PAINTS MARINE GRADE SUCH AS (JOTUN,	4 Drums (20 ltrs.)
	INTERNATIONAL/CARBOLINE/SIGMA).	
15.	EPOXY METAL REDOXIDE.	4 Drums (20 ltrs.)
16.	LEAD /RESIN COMPOUND.	10 kg.
17.	HYDRAULIC OIL FOR THRUSTERS.	1 Drum (20 ltrs.)
18.	BEARING OF ALL SIZES, SLEW BEARING EXCLUDED.	As per sire
		requirement
19.	OIL SEAL OF ALL SIZES.	As per sire
		requirement
20.	RUBBER BUSH & HARDWARES FOR ALL COUPLINGS.	As per sire
		requirement
21.	EPDM RUBBER BEEDING & TOUGHEND GLASS OF ALL	As per sire
	SIZES.	requirement
22.	ALL TYPE OF CLEANING BRUSHES (SOFT	As per sire
	HAIR/COIR/NYLON BRISTLES).	requirement
23.	GI PIPES B GRADE OF VARIOUS SIZES MAX 50MM DIA.	As per sire
		requirement
24.	3 MM. MS SHEET/18 SWG PLAIN GI SHEET CORUGATED	As per sire
	SHEET	requirement

B. **ELECTRICAL CONSUMABLE ITEM**

Sr. No.	Description	Qty.
1.	LED /HPSV/MH FIXTURES OF VARIOUS RATINGS.	As per site
	INDOOR/OUTDOOR, INDUSTRIAL FIXTURES (CFL BAYONET TYPE SPIRAL LAMP UP TO 100-400W.	requirement
2.	PUSH BOTTON / ACTUATER / CONTACT	As per site
	BLOCK/COILS/MPCB/SMPS	requirement
3.	INDICATION LED LAMP/ KWH/VOLT & AMP METERS CT	As per site
	TYPE	requirement
4.	CONTACTOR KITS OF ALL SIZES ALONG WITH THEIR	As per site
	RATED COIL	requirement
5.	CRIMPING TYPE LUGS & FERRUL OF CU/AL ALL SIZE	As per site
		requirement
6.	HRC FUSES OF REQUIRED SIZE WITH ITS BASE &	As per sire
	CURRENT RATINGS	requirement
7.	SEMICONDUCTOR FUSES OF REQUIRED RATING.	As per site
		requirement
8.	ALL REQUIRED SIZES OF RELAYS.	As per site
		requirement
9.	1.1 KV EPOXY INSULATOR FOR ALL ELECTRICAL SUPPORT	10 Nos.
10.	H CLASS INSULATION FIBRE TAPE/ SHEETS 2 MM	2 Roll
	THICKNESS AND ABOVE	
11.	SELF FUSING TAPE OF 50MM WIDTH 1MM THICK & 10/15M LONG	10 Roll
12.	PVC SELF ADHESIVE TAPE (RYBN).	50 Nos.
13.	ELECTRICAL/ELECTRONIC CARD CLEANER.	6 Tin (250 ml.)
14.	CABLE JUNCTION BOXES.	As per site
		requirement
15.	WALL MOUNTING FAN 18"/450MM, 230V, 50HZ.	1 Nos.
16.	MICA/CERAMIC / INSULATION TUBE FOR DBR.	4 Roll
17.	1.1. KV L.T SLEEVE TYPE STRAIGHT THROUGH JOINT/END	2 Nos.
	TERMINATION JOINTS, HEAT SHRINK TYPE.	
18.	ENCODER COUPLING.	2 Nos.
19.	STAR POINT RESISTOR 50K, 100W +/-10%.	2 Nos.
20.	JOY STOCK CONTROLLER.	1 Nos.
21.	Straight Through cable joint kit for LT trailing cable of size 4C X 185 Sq.mm. suitable for Copper Conductor EPR Cable	4 Nos.
21	Straight Through cable joint kit for trailing cable of size HT	
	3C X 70 Sq.mm. suitable for Copper Conductor EPR Cable	4 Nos.

Signature & Seal of Contractor

ANNEXURE-II(A)

TENTATIVE LIST OF MECHANICAL SPARES

SL.NO.	ITEMS DESCRIPTION	25T (3Nos)	16T(2Nos)
	A. HOLD / CLOSE MOTION		
01	Hold /Close Gear Box	6Nos	4Nos
02	Hold /Close Brake Drum Coupling	6Nos	4Nos
03	Hold /Close Brake Drum	6Nos	4Nos
04	Rope Drum Coupling of Hold / Close & motion	6Nos	4Nos
05	Bearing housing assembly of Hold/Close	12Nos	8Nos
	motion		
06	Bearing Support of Hold/Close motion	12Nos	8Nos
07	Hook Block Assembly – 25T/16T	3Nos	2Nos
08	Grab 9,10, 12,16 cubic metre	2 + 2 Nos	2+2 Nos
09	Grab Pulley for above grabs	6Nos	4Nos
10	Grab Balancer for above grabs.	6Nos	4Nos
11	Close Rope Pulley	6Nos	4Nos
12	Hold Rope Pulley	6Nos	4Nos
13	Brake liner	6set	4set
14	Steel wire rope 36 mm dia	3 length	-
	Steel core (LHS/RHS) 130mtrs. Length		
15	Steel wire rope 28 mm dia	-	2length
	Steel core (LHS/RHS) 130mtrs. Length		
16	Steel wire rope 36 mm dia Steel core	3 length	-
	(LHS/RHS) 15.08mtrs. Length for Grab		
17	Steel wire rope 24 mm dia	-	2 length
	Steel core (LHS/RHS) 15.08mtrs. Length for		
	Grab		
18	Rope pear Socket for 16T	-	8Nos
19	Rope pear Socket for 25T	12Nos	-
20	Tacho-coupling	6Nos	4Nos
21	Quick release link	12Nos	8Nos
22	Key	3Nos	2Nos
23	Thrust Bearing	6Nos	4Nos
24	Thruster	6Nos	4Nos
	B. SLEW MOTION		
25	Slew Gear Box	3Nos	2Nos
26	Gear Box shaft	3Nos	2Nos
27	Slew Gear fluid Coupling	3Nos	2Nos
28	Slew Brake Drum	3Nos	2Nos
29	Slew Brake shoe	3set	2set
30	Slew wheel	3Nos	2Nos
31	Slew bearing	3Nos	2Nos
32	Slew thruster	3Nos	2Nos
33	Slew Brake assembly	3Nos	2Nos
34	Slew bearing Seal	3Nos	2Nos
35	Fluid coupling	3Nos	2Nos
36	Bearing	3Nos	2Nos
37	key	6Nos	4Nos
38	Coupling Bolt of Brake Drum	H.Tensile	H.Tensile

39	Coupling Bush of Brake Drum	EPDM Rubber	EPDM
0,	Godpling Basir of Branc Brain	El Bill Russol	Rubber
40	Slew Locking Assembly	3Nos	2Nos
	C. LUFF MOTION		
41	Luff Gear Box with screw & Telescopic Cover	3Nos	2Nos
42	Luff Nut for 16 T	3Nos	2Nos
43	Luff gear box for 12/16 T	3Nos	2Nos
44	Brake drum for luff	3Nos	2Nos
45	Lubrication pump	3Nos	2Nos
46	Pump coupling	3Nos	2Nos
47	Luff Drum with Coupling	3Nos	2Nos
48	Axle for Main Jib fitted on Revolving Structure	6Nos	4Nos
49	Tie pin	6Nos	4Nos
50	Axle for Main Jib with Flexible tie, Flexible tie	3set	2set
	with AFM & It self Flexible tie		
51	Axle Back Stay fitted with Fly Jib	3Nos	2Nos
52	Axle for Fly Jib fitted with Main Jib	3Nos	2Nos
53	Axle for Fly Jib fitted with Bottom Pully	3Nos	2Nos
54	Spherical Roller Bearing for Main Jib	3Nos	2Nos
55	Spherical Roller Bearing for Back Stay & Fly	Set	Set
	with Main Jib		
56	Spherical Roller Bearing	1Set	1Set
57	Encoder	3Nos	2Nos
58	Radial Oil Seal for	set	set
	Jib, fly jib with back stay & back stay		
	D. TRAVEL MOTION		
59	Long Travel Gear Motor Unit	36Nos	24Nos
60	Driving Bogie Assembly	36Nos	24Nos
61	Trailing Bogie Assembly	36Nos	24Nos
62	Buffer Assembly	36Nos	24Nos
63	Strom assembly	6Nos	4Nos
64	Rail Scraper Arrangement	36Nos	24Nos
65	Travel Wheel for LT motion	36Nos	24Nos
66	Gear for driving & trailing bogie	36Nos	24Nos
67	Grease nipple	90Nos	60Nos
68	Wheel covers	36Nos	24Nos
69	Gear box on Driving Bogie	36Nos	24Nos
70	Coupling fitted in between Gear& motor	36Nos	24Nos
71	Thruster of travel assembly	36Nos	24Nos
72	Travel Wheel motor	36Nos	24Nos
73	Travel gear box	36Nos	24Nos
74	Bearing housing of Gear Wheel Axle	set	<u>set</u>
75	Spherical Roller Bearing for Gear Wheel Axle	set	set
76	Hook Block for 12 /16T	3Nos	2Nos

Signature & Seal of Contractor

ANNEXURE-III

MAJOR REPAIR WORKS

MECHANICAL

- 1. Replacement of Slew Bearing.
- 2. Replacement of Hoist / Close Gear Drum Coupling
- 3. Repair/ Replacement of Fly Jib, Main jib & Portal body.

ELECTRICAL

1. Rewinding of Motor & Transformer

NOTE:

- (1) THE MAJOR REPAIR WILL BE CARRIED OUT BY Deendayal Port Authority SEPERATELY WHICH IS NOT COMING UNDER THE SCOPE OF CONTRACTOR.
- (2) During any type of crane repair work, if required, DPA will provide HMC/neighbour ELL cranes on free of cost.

Signature & Seal of Contractor

ANNEXURE-V(a)

DAILY MAINTENANCE SCHEDULE

	DAILY MAINTENANCE SCHEDULE	
Sr	Description	Remarks
No.		
	LT MOTION	
1	Checking & cleaning of grease nipple on all the points of greasing	
	such as their pins, axle, "A" frame, TIE, fly jib, movable loads, slew	
	bearing & travelling assembly for ease of greasing.	
2	All motor covers (M.S) to be checked in position for protection of	
	loose cargo & water	
3	Visual checking of motor gear box unit to be required during	
	operation topping of oil as recommended if leaking.	
4	Physical check of all Motors & gear box unit & its thrusters.	
5	Buffer of LT bogie to be kept in position.	
6	Visual Checking of oil level & Brake adjustment.	
7	Forward & Reverse Limit switches to be checked during operation.	
	Foreign materials to be cleaned properly.	
8	Cleaning of all Resistances boxes & Electrical panels.	
9	CRD cable & its assembly to be checked	
10	Cleaning of Driver cabin & operation check.	
	SLEW MOTION	
11	Foundation of bolts tightness to be checked	
12	During operation brake adjustment to be checked	
13	Oil level of 84thrusters to be checked	
14	Clean complete assembly.	
15	Visual checking of slew ring gear and pinion.	
16	During operation sound is observed of slewbearing.	
17	Sound and temperature of motors to be checked during operation if	
	found abnormal rectify.	
18	Thrusters movement of brake unit to be checked	
19	Greasing to every moving part as per recommendation.	
	HOLD AND CLOSE MOTION	
20	During operation brake adjustment to be checked	
21	Breather of all gear boxes to be checked	
22	During operation sound of motor, gearbox and rope drum to be	
	checked	
23	Visual checking of hold& close pulley movement on A-Frame and fly	
	jib during operation	
24	Sound and temperature of motors to be checked during operation	
25	Thrusters movement of brake unit to be checked	
26	Resistances bank cleaning & cover to be kept closed	
27	Over Hoist limit switch to be checked	
28	Open and Close grab setting to be checked during operation & Load	
	lifting meter check.	
	LUFF MOTION	
29	During operation brake adjustment to be checked	
30	Gear boxes & its lub pump to be checked	
31	Breather of oil chamber to be cleaned of telescopic screw	

32	Thrusters movement of brake unit to be checked
33	Illumination level.
34	Luff out and Luff in limit switches to be checked during operation
	GRAB
35	Wire rope guard pulley to be checked visually
36	Visual checking of Rope Pair Socket.
37	Visual checking of Quick Release Link.
	SAFE LOAD INDICATOR
38	To Check Operating Panel fixing bolts, Angle Sensor fixing bolts
	GENERAL
39	Checking of hotter
40	Cleaning of Operator cabin & cabin glass
41	Emergency stop checked by function
42	Inspect the rope for defects in strands and wires
43	Check slip of load, check brake adjustment daily
43	Complete cleaning with brush, cloth & blower

Remarks of Jr. Engineer/SDO Name of technician of the contractor who attended above work:

1 2	
Jr. Engineer, DPA	Sign of Service Engineer:
SDO, DPA	Seal & Sign of contractor:

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ANNEXURE-V (b)

WEEKLY MAINTENANCE SCHEDULE

Sr No.	Description	Remarks
	L.T. MOTION	
1	Gear wheel of all gear boxes to be cleaned	
2	Greasing to all axles, pins, gear & topping of oil if leaking.	
3	Drive Panel and Distribution panel to be kept cleaned	
4	Connection of all power and control cable to be checked in drive	
	regarding its healthiness & its limit switches.	
5	Space heater in the panel to be checked	
6	Cable connection point to be checked.	
7	Difference in diameter of driving wheels	
	SLEW BEARING	
8	Gear Coupling with gear box output shaft & with pinion shaft fixing	
	bolts to be checked & lubricated	
9	Bearing cover fixing bolts of pinion shaft to be checked	
10	Fluid coupling oil level & bushes to be checked.	
11	Panel and Distribution panel to be kept cleaned	
12	Connection of all power and control cable to be checked in drive	
13	Space heater in the panel to be checked	
14	Cable connection point to be checked.	
15	Thrusters cable connection point & limit switch cable to be	
	checked, Tightening of all hardware's by wrench torque	
	HOLD & CLOSE MOTION	
16	Brake drum coupling bolts and rubber bush to be checked, Oil	
	level in gearbox to be top up if leaking.	
17	Flexible support pins to be cleaned ,greased & checked	
18	Tightness of motor and brake unit fixing base bolts to be checked,	
	Its complete alignment.	
19	All hardware's tightening to be checked	
20	Rope clamp fixing bolts tightness on rope drum to be checked	
21	Drive Panel and Distribution panel to be kept cleaned	
22	Connection of all power and control cable to be checked in drive &	
	drive control card check.	
23	Space heater in the panel to be checked	
24	Cable connection point to be checked.	
25	Thrusters cable connection point & limit switch cable to be	
	checked	
	LUFF MOTION	
26	Brake drum coupling bolts to be checked.	
27	Welding joint of Luff base unit to be checked	
28	Drive Panel and Distribution panel to be kept cleaned	
29	Connection of all power and control cable to be checked in drive	
30	Lubrication pump healthiness & its oil level.	
31	Removal of old grease, oil, floor cleaning & putting new.	

32	Cleaning of screw & its complete assembly thereafter greasing &	
	oiling. This also includes cleaning of fly jib& main jib sheaves, axle,	
	pins etc.	
	GRABS	
33	Total grabs to be cleaned properly, and leakage arresting	
34	All pin joints to be greased properly	
35	Lifting lugs of grab to be checked	
36	Free movements (open & Close) of grab to be checked	
	SAFE LOAD INDICATOR	
37	Welding joints of dynamometer frame to be checked, along with	
	fixing bolts	
38	Dynamometer pulley and pin to be checked for free movement	
39	General cleaning of Handrails/ladders/walkways etc.	
40	Oil and grease to be cleaned from portal beam, central column and	
	inside the portal	
41	Transformer room, portal beam and LT Bogies and Legs to be kept	
	cleaned	
42	Cable connection point of dynamometer and display unit to be	
	checked, if found erratic same is to be attended.	
	CRD	
43	Connection point of all power and control cable to be checked in	
	panel	
44	Resistance boxes, junction box, & limit switches to be checked	
	PLC PANEL	
45	Panel to be kept cleaned and space heater in the panel to be	
	checked	
	PROTECTIVE PANEL	
46	All protective panel to be kept cleaned	
47	Patch painting on rust surface by proper cleaning wherever noticed.	
	CURRENT COLLECTOR COLUMN	
48	CC Column to be kept cleaned, check its spring tension.	
49	Proper ties shall be wound on power & control cables.	

Remarks of Jr. Engineer/SDO

wame or	technician of	the contractor	wno attended	above work:

1 2	
Jr. Engineer, DPA	Sign of Service Engineer:
SDO, DPA	Seal & Sign of contractor:

ANNEXURE-V (C)

MONTHLY MAINTENANCE SCHEDULE

Sr No.	Description	Remarks
	L.T. MOTION	
1	All wheel bearing and Axle pins of universal joint to be greased	
2	Oil level of gear box to be checked	
3	All bearings to be lubricated	
4	Spring tension of EM brake to be checked	
5	Allen bolts of bearing covers to be checked	
6	IR value of all power cables , motor and distribution panel to be checked	
7	Drive panel and distribution panel to be checked	
8	Limit switch to be checked, Illumination check inside/outside.	
	SLEW MOTION	
9	Gear coupling of gear boxes output and pinion shaft teeth of coupling Part to be greased	
10	Brake drum coupling bolts and rubber bush to be checked	
11	All bearings to be lubricated including motor bearing by grease	
12	IR value of all power cables , motor and thrusters to be checked	
13	Alignment check of whole assembly, Torque tightening.	
	HOLD & CLOSE MOTION	
14	Alignment of motor brake unit and gear box output shaft	
15	Rope drum planner block bolts to be checked	
16	Rope drum coupling (female Part) fixing bolts to be checked	
17	Pulley of rope unit to be checked	
18	Oil level of gear box to be checked	
19	Main wire rope to be lubricated	
20	All Hold and Close pulley to be lubricated	
21	Old grease/cadium/oil on movable assembly to be cleaned.	
22	Pulse Encoder fixing arrangement to be checked	
23	IR value of all power cables , motor and thrusters to be checked	
24	IR of R-Boxes to be measured	
	LUFF MOTION	
25	joint of Luff unit to be lubricated	
26	movement of telescopic cover to be checked	
27	All bearings to be lubricated including motor bearing by grease	
28	Oil level of gear box to be checked	
29	Lubrication of telescope screw & universal joint to be checked	
30	IR value of all power cables , motor and thrusters to be checked	
31	IR of R-Boxes to be measured	
32	Complete cleaned & greased to its A frame pins/axle/jib	
22	GRABS	+
33	Grab wire rope to be lubricated ORL/D shockles and scalest of grab (healt to be shocked)	
34	QRL/D shackle and socket of grab/hook to be checked	
35	Grab balancer and pulley to be checked	
36	All grab pins to be checked	

37	Tightness of rope clamp to be checked	
38	Hook wire rope to be lubricated	
39	Hook pulley movement and rotation to be checked	
	GENERAL CLEANING	
40	CRD platform, gearbox and motor to be cleaned	
41	Hoist gear box, Trolley Gear box and LT gear wheel to be checked	
42	Transformer and HT switches to be kept cleaned	
43	Complete crane washing with sweet water.	
	CRD	
44	CRD panel to be checked	
45	IR value of HT trailing cable & Power cable to be measured by meggar	
46	IR value of motor and slip ring unit to be checked by meggar	
47	Carbon holder and Carbon brushes to be checked	
	SAFE LOAD INDICATOR	
48	Safe load indicator to be checked/tested by operation	
	LIGHTING	
49	All input and output power cable of lighting to be checked	
50	Luminaries to be checked	

Remarks of Jr. Engineer/SDO

1 2	
Jr. Engineer, DPA	Sign of Service Engineer:
SDO, DPA	Seal & Sign of contractor:

Name of technician of the contractor who attended above work:

ANNEXURE-V(d)

HALF YEARLY MAINTENANCE SCHEDULE

Sr	Description	Remarks
No.		
1	LONG TRAVEL/SLEW/LUFF/HOLD/CLOSE – assembly to be replaced	
	if persist.	
2	SLEW MOTION- Gear boxes to be checked after dismantling the	
	motor from gear box.	
3	L.T Wheel alignment +/- 0.5 if found wear out same is to be	
	changed.	
4	Load lifting calibration random check.	
5	1.1 KV LT equipment to be checked, this also include drives.	
6	ON & OFF to be checked by operation	
7	Rusted and pitted portion of cranes to be properly cleaned and	
	painted by epoxy paint as per existing shade by roller/brush.	

Remarks of Jr. Engineer/SDO

Name of technician of the contractor who attended above work:		
1 2		
Jr. Engineer, DPA	Sign of Service Engineer:	
SDO, DPA	Seal & Sign of contractor:	

ANNEXURE-V(e)

YEARLY MAINTENANCE SCHEDULE

Sr No.	Description	Remarks
1	All coupling to be checked if requires replacement same is to be replaced.	
2	Gear boxes of all drives to be checked after dismantling the top cover for internal inspection and to attend if any.	
3	Replace travel wheel its assembly if require replacement.	
4	All axle/pins/and their bearing report shall be made, replace if found defective.	
5	Corroded/Damage, Hand rail/ladders/platform to be attended.	
6	Drum shell thickness at the bottom of the groove, Drum thickness shall be minimum 80% of the original thickness.	
7	Check connecting bolts for tightness of whole crane, replace is found defective.	
8	Replacement of all gearbox/fluid coupling oil with new one as per recommended grade of oil.	
9	Complete alignment check of all equipment and its report.	
10	Replacement of resistance bank if persist	
11	Replacement of wire rope & socketing if persist.	
12	Painting to be carried as per clause no:-18 Section V	

In exceptional cases above maintenance schedule may be amended with prior approval of Engineer-In-Charge.

Remarks of Jr. Engineer/SDO

Name of technician of the contractor who attended above work: 1 2		
Jr. Engineer, DPA	Sign of Service Engineer:	
SDO, DPA	Seal & Sign of contractor:	

ANNEXURE-VI

List of Tools & Tackles

Sr.	Description	Qty.
No.		
1.	BOX SPANNER SET UPTO 50MM	1 Set
2.	FIX SPANNER SET	1 Set
3.	RING SPANNER SET	1 Set
4.	HAMMER DRILL	As and when
		required
5.	HOT AIR GUN	3 Nos.
6.	HIGH TORISSION RACHET FOR TIGHTINING OF SLEW	1 No.
	HARDWARE	
7.	HAND OPERATED GREASE GUN 10-15 KG CAPACITY	1 Nos.
8.	HIGH PRESSURE JET PUMP 15-20 BAR CAPACITY	1 Nos.
9.	AIR COMPRESSOR 10 BAR	1 No.
10.	CHAIN BLOCK 5 TON	1 Nos.
11.	CHAIN BLOCK 10 TON	1 Nos.
12.	HAMMER / SLEDGE	1 Nos.
13.	PLIER OF ALL TYPES	1 Nos.
14.	CROWBAR	1 Nos.
15.	LIFTING BELT 4/6/10 TON	1 Nos.
16.	SHACKLES OF ALL REQUIRED CAPACITY	As per sire
		requirement
17.	ELECTRICAL MEGGER 1000V HAND OPERATED	1 Nos.
18.	HAND GRINDER	1 Nos.
19.	WIRE ROPE CUTTER	1 Nos.
20.	CRIMPING TOOL (HEAVY DUTY) UPTO 300SQMM	1 Nos.
21.	CRIMPING TOOL (LIGHT DUTY) UPTO 50SQMM	1 Nos.
22.	COMPLETE SET OF SCREW DRIVER	1 Set
23.	MANILA ROPES 25-50MM	130 MTR X 2
		LENGTH
24.	INDUSTRIAL VACCUM CLEANER	1 Set
25.	GAS HOSES WITH CUTTING SET, REGULATOR	1 Set
26.	GUN DRILL UPTO 10MM	1 Nos
27.	DIGITAL MULTIMETER	1 Nos
28.	TONG METER	1 Nos
29.	FOLDABLE LADDER UPTO 4Mtr HEIGHT	1 Nos
30	3 Ph 25KVA Portable DG Set	1 Nos

Signature & Seal of Contractor

STAFF PROFILE

ANNEXURE-VII

Sr. No.	Designation	Qualification	No of staff
1	Service Engineer	Diploma / Degree Engineer with at least 5-7 years of experience in similar field.	1
2	Mechanical Engineers	Degree/ Diploma holder with relevant experience.	1
3	Electrical / Electronic Engineers	Degree/ Diploma holder with relevant experience.	1
4	Time office clerk	Higher secondary passed with computer proficiency.	1
5	Skilled Supervisor (Mechanical)	Diploma holder with relevant experience.	3
6	Skilled Supervisor (Electrical)	Diploma holder with relevant experience.	3
7	Mechanical Technicians.	Diploma/ITI Holder with relevant Experience/Crane experience.	3
8	Electrical / Electronics Technician	· ·	
9	Welder cum fitter	Having knowledge of welding & fitting of any workshop.	1
10	Cleaner	Having knowledge of Cleaning of heavy machinery at any workshop.	3
11	Helper	Worked as Helper of any artisan at any workshop	6

ANNEXURE-VIII

Electrical Division

"Annual Maintenance Contract"

Sr.	Description	Remarks
No. 1.	Whether the contractor has submitted the daily/monthly/half yearly and yearly scheduled showing the proposed date of carrying out the activities as per Clause No.3 of Section V. If no, whether penalty has been imposed as per Clause No. 6(vi) of Section III.	
2.	Whether any activity as per maintenance schedule is not carried out by the contract during the period for which payment is made? If yes, no. of activities did not carried out by the contractor. Whether any extension for carrying out the said activities has been given by the CME as per Clause No. 3(v) Section III. If yes, details thereof i.e. date of approval and allow extended time period as per Clause No. 3(v) of Section III. If no, whether penalty has been imposed as per Clause No.	
3.	6(vii) of Section III. Whether the contractor has engaged sufficient staff as per Clause No. 5 of Section V during the month for which payment is made? If no, whether penalty has been record from the proposed	
4.	payment as per Clause No. 6(ii) of Section III. Whether the contractor is maintaining sufficient stock of consumables as per Clause No. 13(A) of Section V.	
	If no, the no. of consumables not maintained by the contractor. Whether penalty has been recovered from the proposed payment as per Clause No. 6(iii) of Section III.	
5.	Whether the contractor as per Clause No. 13(B) of Section V has submitted list of spare parts for immediate replacement within 30 days from the date of issue of work order? If no, whether penalty has been recovered from the proposed	
6.	payment as per Clause No. 6(ix) of Section III. Whether the contractor has procured the spare parts within the time stipulated in respect of Clause No. 13 (A) & (B) of Section V?	
	If no, whether penalty has been recovered from the proposed payment as per Clause No. 6(v) of Section III	
7.	Whether contractor has maintained and updated all the log books and registers as per Clause No. 12 of Section III & Clause No. 4 of Section V. If no, the no. of log books and registers not maintained and	
	updated by the contractor. Whether penalty has been recovered from the proposed payment as per Clause No. 6(viii) of Section III.	

8.	Whether the validity period of bank guarantee period has	
ο.	,	
	expired? Kindly mention the date of expiry of the bank	
	guarantee and its claim period.	
	Whether the validity period insurance cover taken by the	
	contractor has expired? Kindly mention the last date of expiry	
	of the insurance cover.	
9.	Whether the contractor has supplied the tools & tackles as per	
	Clause No. 13 of Section III.	
	If no, whether penalty has been recovered from the proposed	
	payment as per Clause No. 6(iv) of Section III.	
10.	Whether the contractor has attended and ractified the	
	breakdown within 30 minutes.	
	If no, whether penalty has been recovered from the proposed	
	payment as per Clause No. 6(x) of Section III.	

Check list to be submitted by the division while submitting the bill of the contractor to finance

XEN (M)

Section VI

Bill of Quantities

C	Description	Qty.	Unit		er Year per Frane	Tatal
Sr. No.				In figure	In words	Total Amount
1	Maintenance contract for TIL Cranes tender for a period of Two Years at				ith grabs as s	pecified in the
	For I Year	3	No.			
	For II Year	3	No.			
				Total A	mount: Rs.:	

(In Words:			
Rupees			•

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

Signature & Seal of Contractor

Section VII

Drawings

Signature & Seal of Contractor

SECTION - VIII

Format for submitting information for Bid Capacity

For calculat	ing "A" of t	the formula.		
Sr.	Financial	Value of work	Multiplying factor	Value updated to the price level of
No.	Year	undertaken		the year
				(Col C x col D)
Α	В	С	D	F
1				
2				
3				
4				
5				
6				
7				

	For calculating "B" of the formula.								
Sr.	Name of client	Name of	Work	Schedule	Contract	Value of	Remaining	Anticipated	Remaining
No.		work	order no.	period of	value	work done	value of	date of	value of work
			and date	completion			work done	completion	done
				as per					(Completion
				work order					period of the
				with start					work for
				date					which bids
									are invited
									by DPA) from
									the date of
									opening of
									preliminary
									bid

Signature & Seal of Contractor



ANNEXURE-II (B)

TENTATIVE LIST OF ELECTRICAL SPARES

S/N	Item Description	Make	Identification Data	Qty.
	A. HOLD & CLOSE DRIVE : For			
	Cr. No.10 & 11			
1	Hold Motor with Pulse Encoder	SIEMENS		4
2	Close Motor with Pulse Encoder	- DO	-	4
3	Thruster Brake Unit	•	-	8
4	Master Controller	SB		2
5	Rotary Limit Switch	STROMAG	-	4
6	Single Motor Module .	SIEMENS	SINEMIC 450KW	4
7	Braking Resistor (DBR) : 2.35 Ohm	Maharashtr a ELN/EQUI	BR-R002-P170-MD 600	4
8	Braking Resistor (DBR) : 4.00 Ohm	- DO -	BR-R004-P100-MD 600	4
9	Sensor Module	SIEMENS	SMC30	4
10	Braking Unit (DBU): 170 kw, 560 to 650 V DC	SIEMENS	6SE7032-7EB87 — - 2DA1	4
11	Braking Unit (DBU): 100 kw 560 to 650 V DC	- DO -	6SE7031-7EB87 — - 2DA0	4
	B.BASIC LINE MODULE FOR CR. No. 10 & 11	•		
12	S120 BLM		RATING: 900KW	2
13	SIMOTION – D	SIEMENS	D 435-2 DP/PN	2
14	Power Supply	SIEMENS	PSU300S 40A	2
15	CF Card for Simotion			2
	C. HOLD & CLOSE DRIVE : For Cr. No.12	•		
16	Motor Module 315KW	SIEMENS	6SL-3320-1TE-36-IAA3	2
17	Sensor Module	SIEMENS	SMC30	2
18	Braking Unit (DBU) : 170 kw 560 to 650 V DC	SIEMENS	6SE7032-7EB87 – 2DA1	2
19	Braking Unit (DBU): 100 kw 560 to 650 V DC	- DO	6SE7031-7EB87 – 2DA0	2
20	Braking Resistor (DBR) : 2.35 Ohm	Maharashtr a ELN/EQUI	BR-R002-P170-MD 600	2
21	Braking Resistor (DBR): 4.00 Ohm	- DO -	BR-R004-P100-MD 600	2
22	Power Supply , Input:110/230 V	SIEMENS	6SEP01333AA000AA3	1

	AC, Output: 24 V DC, Rating: 5.		·	
23	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
24	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	3
25	Thermistor Motor Protection Unit Short Circuit Detection, 2W.24.240 V AC	SIEMENS	3RN10131BW10	2
26	Thermistor Motor Protection Unit, 1 NO + 1 NC, 230 V AC, Screw Terminals	- DO -	3RN10101CM00	2
27	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41 - 0XA0	2
	D.BASIC LINE MODULE FOR CR. No. 1	.2		
28	\$120 BLM 710KW	SIEMENS	6SL-3330-1TE 41-5AA3	2
29	SIMOTION – D	SIEMENS	6AU-1435-2AA00-0AA0	2
30	Power Supply	SIEMENS	PSU300S 40A	2
31	CF Card for Simotion		6AV-1400-2PA 23-OAAO	1
	E .LUFF DRIVE : For Cr. No. 10 & 11			
32	LuffMotor with Pulse Encoder	SIEMENS	72119000089	2
33	Thruster Brake Unit			2
34	G120 Power Module	SIEMENS	PM240-2, 55KW	2
35	G120 Basic Operator Panel	SIEMENS	BOP - 2	2
36	G120 Control Unit	SIEMENS	CU250S-2 DP	2
37	Master Controller	. SB		2
38	Rotary Limit Switch	STROMAG		2
39	Braking Unit (DBU): 50 kw, 510 to 650 V DC	SIEMENS	6SE7028-OES87 - - 2DA1	2
40	Braking Resistor (DBR) : 8.0 Ohm	Maharashtr a ELN/EQUI	BR-R008-P050-MD 600	2
41	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	·	6SEP01333AA000AA3	2
42	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
43	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	2
44	Thermistor Motor Protection Unit Short Circuit Detection, 2W.24.240 V AC	SIEMENS	3RN10131BW10	2
45	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41 - 0XA0	2
	F.LUFF DRIVE: For Cr. No. 12			
46	LuffMotor with Pulse Encoder	SIEMENS	72119000089	1

47	Thruster Brake Unit	0.5.1515	5,40,40,0,55,1011	1 1
48	G120 Power Module	SIEMENS	PM240-2, 55KW	1
49	G120 Basic Operator Panel	SIEMENS	BOP - 2	1
50	G120 Control Unit	SIEMENS	CU250S-2 DP	1
51	Master Controller	SB		1
52	Rotary Limit Switch	STROMAG		1
53	Braking Unit (DBU) : 50 kw , 510 to 650 V DC	SIEMENS	6SE7028-OES87 - - 2DA1	
54	Braking Resistor (DBR) : 8.0 Ohm	Maharashtr	BR-R008-P050-MD 600	1
55	Power Supply , Input:110/230 V AC,	SIEMENS	6SEP01333AA000AA3	1
	Output : 24 V DC, Rating : 5			
56	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65	1
57	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	1
58	Thermistor Motor Protection Unit Short Circuit Detection,2W.24.240 V	SIEMENS	3RN10131BW10	1
59	Profibus Connector without PG	- DO -	6SE7-972-0BA41	1
	Port		- 0XA0 .	
10	G.SLEW DRIVE :For Cr No. 10 & 11		·	
60	Slew Motor 37KW	SIEMENS		4
61	Thruster Brake Unit			4
62	Master Controller			2
63	G120 Power Module	SIEMENS	PM 250	2
64	G120 Power Module G120 Basic Operator Panel	SIEMENS	6SL-3255-OAAOO-4CAI	2
65	G120 Control Unit	SIEMENS	CU250S-2 DP .	2
03	G120 CONTROLONIC .		6SL3246-OBA 22-1PAO	4
66	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	SIEMENS	6SEP01333AA000AA3	2
67	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
68	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	2
69	Thermistor Motor Protection Unit Short Circuit Detection,2W.24.240 V AC	SIEMENS	3RN10131BW10	4
70	Profibus Connector without PG Port .	- DO -	6SE7-972-0BA41 - 0XA0	2
	H.SLEW DRIVE :For Cr No. 12			

73			ter Brake Unit					2
_	-		er Controller		SB			2
74	10	5120) Power Module	SIE	MENS		240-75KW 2-1437-2BA20	1
75			O Basic Operator Panel .	SIE	MENS	6SL	-3255-OAAOO-4CAI	1
76			0 Control Unit	SII	EMENS		250S-2 DP L3246-OBA 22-1PAO	1
78		Un	ermistor Motor Protection it Short cuit Detection,2W.24.240 V	SI	EMENS	3R	N10131BW10	1
7	9	1	ofibus Connector without Poort	3	- DO -		SE7-972-0BA41 DXA0	1
8	30		raking Unit (DBU) : 50 kw , 10 to 650 V DC	1	SIEMENS	65	SE7028-OES87 – 2DA1	1
	81	B	Braking Resistor (DBR) : 8.0 Dhm		Maharashtr a ELN/EQUI	В	R-R008-P050-MD 600	1
+			I.LONG TRAVEL DRIVE : For Cr. No.1	0.11 &	12	+		
+	8		LT Motor with Brake Unit	1	SEW	+		24
+	_	3	Master Controller			+		3
1	_	34	G120 Power Module		SIEMENS	1	PM240-2, 55KW	3
	_	85	G120 Basic Operator Panel		SIEMENS	_	BOP - 2	3
	-	86	G120 Control Unit		SIEMENS	_	CU250S-2 DP	3
	-	87	Braking Unit (DBU): 50 kw 510 to 650 V DC	,	SIEMENS	5	6SE7028- 0ES87 – - 2DA1	3
		88	Braking Resistor (DBR) : 8.0 Ohm	0	Maharash a ELN/EQI		BR-R008-P050-MD 600	3
		89	Power Supply , Input:110/2 AC, Output : 24 V DC, Rating : 9 AMP		SIEMEN		6SEP01333AA000AA3	3
		90		C, 50	ebm - N	ADI	W2E250 CE65 02	3
		9	1 Panel Space Heater		GIRISH		415V AC,150W	3
		9	Port				6SE7-972-0BA41 - 0XA0	3
		S	Bimetal O / L Relays : 8 – Amps	12.5	SIEM		3UA50 00 – 1K	2
		-	Liver type limit switch Liver type limit switch (F	leavy	SIEM			2
			J. P L C : For Crane No.10	8 11				
			96 Profibus bundle IM		. SIEM		200 001 111	
			97 Digital input module		SIEN	ΛENS	DI 16x24 V DC	1



98	Digital output module	SIEMENS	DQ 16x24V DC/0,5A	8
99	ET200M	SIEMENS	IM 153-2 HF	2
100	CPU	SIEMENS	313C-2 DP	2
101	Power Supply	SIEMENS	PSU100D 12.5A	2
	K. P L C : For Crane No. 12			
102	Power Supply , Input:110/230 V. AC,Output: 24 V DC, Rating: 20 AMP	SIEMENS	6SEP1 - 336 - 2BA00	1
103	Power Supply , Input:110/230 V AC,Output : 24 V DC, Rating : 2 AMP	- DO -	6EP01331AA00 0AA0	3
104	MCB , Double Pole , 2Amps	- DO -	5 SQ2210-7YA02	1
105	MCB , Double Pole , 4Amps	- DO -	5 SQ2210-7YA04	3
106	MCB , Double Pole , 20Amps	- DO -	5 SQ2210-7YA20	1
107	S7 - 300 CPU 313C - 2DP, 32 KB,	- DO -	6ES7-313-6CE01-0AB0	3
100	16 DI / 16 DO , 3 X 30 KHZ HSC	· - DO -	6ES7-953-8LF11 OAAO	3
108	Memory Card – 64 KB Profibus Connector without PG	- DO -	6ES7-972-0BA41	3
109	Port		- 0XA0	
110	Simatic DP , Bus Connector For Profibus Up to 12 MBIT / S with tilted outgoing cable	- DO -	6ES7 972-0BA41 - 0XA0	3
111	OP7 / DP Operator Panel 1.5 MBPS	DO -	6AV3-607-1JC20-0AX1	1
112		- DO -	6GK1500-0EA02	1
113	32 CH., 24 V DC, Digital Input Module	- DO -	6ES7-321-1BL00-0AA0	5
114	40 Pin Front Connector	- DO -	6ES7392-1AM00-0AA0	5
115	32 CH , 24 V DC, Digital output Module 24 V DC, 0.5 Amps	- DO -	6ES7-322-1BL00-0AA0	2
116	40 Pin Front Connector	- DO -	6ES7392-1AM00-0AA0	2
117	24 V DC Relay 1 C / O, 8 . Channel	BOOST	RP 24 D08-1CO-M .	7
	L.COMMON ITEMS :For Cr. No. 10,11 & 12			
118	EF ACB 2000A,3P	SIEMENS	ETU37WT	2
119	Transformer 415/230		· 500VA	3
120	Transformer 415/230		5KVA	3
121	Transformer 415/230		2.5KVA	3
122	11 KV. EPR Insulated Brutal Cable (3 x 25 + 3 x 16 sq-mm)			
123	HT Slipring Carbon Brush & Holder	BTPL		į

	(33
122	

	Carbon Brush	- DO -	_	
24 (Centre Column Carbon Brush			
	Power Supply Unit (Luff , Siew	DO -	6SE7031-7HG84-1JA1	2
	N. COMMON H.T. ITEMS TP Load Break Switch, TKL-3, 12	ABSP	TKL3	2
126	KV, 315 KA / 1 SEC	KAPPA	11 KV / 110 V, 100 VA	1
127	Epoxy Resin Cast 3 – phase 4	BUSSMAN	BFGHD	3
128	TITUDO EUCA DE AMIDS, II	- DO -	BDGHC	3
129	0 PT Primary HRC Fuse, 11 KV,	- DO -	CW3	3
13	Amps Single Pole Single Core Epoxy Resin Cast Current Transforme 11 KV grade, 15 VA, CL – 1.0	er .		

Executive Engineer (E) Deendayal Port Trust