

DEENDAYAL PORT AUTHORITY



MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO: EL/AC/2764

FOR

**'PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE
MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH
OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS
AFTER FREE CAMC OF TWO YEARS'**

PORT OFFICE:
SUPERINTENDING ENGINEER (E)
ELECTRICAL DIVISION
DEENDAYAL PORT AUTHORITY
GROUND FLOOR, P & C BUILDING,
NEW KANDLA - 370 210
GUJARAT – INDIA

NOTICE INVITING E-TENDER

DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT
ELECTRICAL DIVISION
TENDER NO: EL/AC/2764

Superintending Engineer (Elect.), DPA, New Kandla invites Tender in online system for the work of "PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS".

Estimated Cost : Rs. 96,11,34,393/-

EMD is Rs. 50.00 Lakhs

Tender Fee is Rs. 29,500.00 (incl. of 18% GST)

The tender documents will be available on the websites <https://kpt.nprocure.com>, <http://deendayalport.gov.in> and <http://eprocure.gov.in> up to 21/10/2022 at 14:00 hrs and the same can be downloaded and used as tender documents.

Pre-bid Meeting will be held on 07/10/2022 **at 15:00 hrs.**

Last date and time of submission of tender is 21/10/2022 **up to 14:00 hrs.**

Date and time for opening of Preliminary and Technical bid is 21/10/2022 **at 14:30 hrs.** Corrigendum, if any, will be placed on websites only.

**Superintending Engineer (Elect.)
DEENDAYAL PORT AUTHORITY**

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)-370210
Tender Notice No.	EL/AC/2764
Name of Project / Work	PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS
Estimated Contract Value (INR)	Rs. 96,11,34,393.00
Period of Completion (in Months)	08 Months from the date of issue of work order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Tender Currency Settings :	Indian Rupee (INR)
Qualifying Criteria :	<p><i>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS :</i></p> <p>The Bidders shall fulfill the following pre-qualification criteria :</p> <p>1) Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least Rs.28,83,40,318.00.</p> <p>2) Experience of having successfully completed similar works during last five years ending on last day previous to the invitation of tender as under:</p> <p>(a) The Bidder (manufacturers / Authorized dealer / Channel Partner) must have successfully completed</p>

	<p>work of Design, Manufacture, Supply, Erection, Testing and Commissioning of at least 02 nos. Mobile Harbour Cranes of 100 T capacity & above during last five years ending on last day previous to the invitation of tender. Commissioning of above HMCs must be anywhere in India.</p> <p>(b) Satisfactory Performance: The Bidder shall submit the documentary proof for satisfactory performance from the owners to whom the Cranes were supplied.</p> <p>(c) Similar works: means Design, Manufacture, Supply, Erection, Testing and Commissioning of at least 02 nos. Mobile Harbour Cranes of 100 T capacity & above. Commissioning of above HMCs must be anywhere in India.</p>
Joint Venture	Not Allowed
Rebate	Not Applicable
Bid Document Fee	Rs. 29,500/- (incl. 18% GST)
Bid Document Fee Payable To:	DEENDAYAL PORT AUTHORITY, Gandhidham
Bid Security/ EMD (INR) :	Rs. 50,00,000.00
Bid Security/ EMD (INR) In Favour Of :	THE BOARD OF DEENDAYAL PORT AUTHORITY, GANDHIDHAM
Bid Document Downloading Start Date	30/09/2022
Bid Document Downloading End Date	21/10/2022 upto 14:00 Hrs.
Date & Place of Pre Bid Meeting	07/10/2022 at 15:00 hours in the Chamber of CME at AO Building, Gandhidham.
Last Date & Time for Receipt of Bids	21/10/2022 @ 14:00 Hrs.
Bid Validity Period	120 Days

Condition	<p>Demand Draft (DD)/Bankers' Cheque (BC)/Pay Order (PO) for tender fee and Bank Guarantee for EMD shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received Electronically. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Superintending Engineer (E), DEENDAYAL PORT AUTHORITY, P&C Building, New Kandla within 07 days from the last date of opening.</p> <p>Earnest Money Deposit (EMD) : The tender shall be accompanied by Earnest Money Deposit of Rs. 50,00,000/- (Rupees Fifty Lakh Only). The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive. The Earnest Money Shall be submitted in the form of Bank Guarantee in favour of the Board of Deendayal Port Authority, A.O. Building, Gandhidham issued by any nationalized/ scheduled bank (except co-operative bank) having its branch in Gandhidham.</p>
Remarks	Scanned copy of EMD, tender fees and other documents shall be uploaded on https://kpt.nprocure.com and hard copies of the same should reach to Superintending Engineer (Electrical) at Port Office Address..
Bid Opening Date	Technical Bid will be opened on 21/10/2022 @ 14:30 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	<ul style="list-style-type: none"> a. Documents in support of fulfilling Qualifying Criteria as indicated above. b. EMD in form of DD/BC/PO/BG. c. Tender fee in form of DD/BC/PO. d. Documents Mentioned in Eligibility Criteria. e. Detailed drawing and specifications of the proposed HMCs.
Officer- Inviting Bids:	<p>Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch) PIN - 370210</p>

Bid Opening Authority :	Superintending Engineer (E)
Address:	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch) PIN - 370210
Contact Details :	Superintending Engineer (E) Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch) - 370210 E-mail – see@deendayalport.gov.in

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PART-I
TENDERING PROCEDURES

SECTION -I. INSTRUCTION TO TENDERERES
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SECTION-I. Instructions to Tenderers

A. General

1. Scope of Tender

- 1.1 The Employer/Port indicated in the Tendering information Sheet (TIS), issues these Tendering Documents for the work of "PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS'" as specified in Section V, Schedule of Requirements.
- 1.2 Throughout these Tendering Documents:
- (a) The term "in writing" means communicated in written form by printed and/ or neatly typed on computer. Communication means message received by the Employer or received from Employer by mail, e-mail, fax, telex, courier, post with proof of receipt/ delivery;
 - (b) If the context so requires, "singular" means "plural" and vice versa; and
 - (c) "day" means calendar day.
 - (d) "Procurement" means the entire scope of work as specified in Section V, Schedule of Requirement.

2. Name of Procurement

- 2.1 The Title and Brief Description of Scope of Supply as Specified in TIS.

3. Fraud and Corruption

- 3.1 The Employer/Port, Tenderers, Contractors, sub-Contractor and consultants, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Employer/ Port :
- (a) defines, for the purposes of this provision, the terms set forth below as follows :
 - (i) "corrupt practice" means the offering, giving, receiving, or soliciting directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in execution;

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- (ii) "Fraudulent practice" means a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
 - (iii) "Collusive practice" a scheme or arrangement between two or more Tenderers designed to establish tenders prices at artificial, non competitive level; and
 - (iv) "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) will reject a proposal for award, if it determines that, the Tenderer recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question;
 - (c) will terminate contract if it determines at any time that representatives of the Employer/Port engaged in corrupt, fraudulent, collusive or coercive practices during the procurement or the execution of that contract;
 - (d) will sanction a firm or individual, including declaring them ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that they have, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or in executing a contract and;
 - (e) will have the right to require that a provision be included in Tendering Documents and in contracts, requiring Tenderers, Contractors and contractors and consultants to permit the Employer to inspect their accounts and records and their documents relating to the Tender submission and contract performance.
- 3.2 Furthermore, Tenderers shall be aware of the provision stated in Sub-Clause 34.1 (a) (iii) of the General Conditions of Contract.

4. Eligible Tenderers :

- 4.1 A Tenderer and all parties constituting the Tenderer may have the Nationality of any country. A Tenderer shall be deemed to have the Nationality of a country if the Tenderer is a citizen or is constituted, incorporated or registered and operates in conformity with the provision

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of the laws of that country. This criterion shall also apply to the determination of the Nationality of proposed subcontractors or Contractors for any part of the contract including Related Services.
(Not Applicable)

- 4.2 A Tenderer shall not have a conflict of interest. All Tenderer found to have conflict of interest shall be disqualified. Tenders may be considered to have a conflict of interest with one or more parties in this Tendering process, if they;
- (a) are or have been associated in the past, with a firm or any of its affiliates which have been engaged by the Employer to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurements of the goods to be purchased under these Tendering Documents; or
 - (b) Submit more than one Tender in this Tendering process However, this does not limit the participation of subcontractors in more than one Tender;
- 4.3 A Tenderer that is under a declaration of ineligibility by the Employer in accordance with ITT Clause 3, at the date of contract award, shall be disqualified.
- 4.4 Tenderer shall provide such evidence of their continued eligibility satisfactory to the Employer, as the Employer shall reasonably request.

5. Eligibility Equipment/Goods & Related Services

- 5.1 All the Equipments and related services to be supplied under the contract as specified under section V, Schedule of Requirements.

For purpose of this clause, the term Goods means Mobile Harbour Crane of capacity 100 T or above which includes commodities, raw materials, machinery, equipment and industrial plants; and "related services" includes services such as insurance, testing and initial maintenance etc. as specified in Section V, Schedule of Requirements.

B. Contents of Tendering Documents

6. Sections of Tendering Documents

- 6.1 The Tendering Documents consist of Parts 1, 2 and 3, which include all the Sections indicated below, and should be read in conjunction with any Addendum issued in accordance with ITT Clause 8.

PART 1 Tendering Procedures

Section I. Instruction to Tenderers (ITT)
Section II. Tender information Sheet (TIS)
Section III. Evaluation and Qualification Criteria.
Section IV. Tendering Forms

PART 2 Supply Requirements

Section V. Schedule of Requirements

PART 3 Contract

Section VI. General Conditions of Contract (GCC)
Section VII. Special Conditions of Contract (SCC)
Section VIII. Contract Forms

- 6.1.2 The complete Tender Documents (except drawings) may be downloaded from the Port's web site as specified in **TIS**. Such downloaded documents shall be considered valid for participating in the Tender process. Demand Draft (DD) / Bankers' Cheque (BC) / Pay Order (PO) for both EMD and Tender Fee shall be submitted in Electronic Format only through online (by scanning) while uploading the bid. This submission shall mean that EMD and tender fee are received. Accordingly, offer of those bidders shall only be opened whose EMD & Tender Fee is received Electronically. The bidder may submit, at its option, the EMD in form of Bank Guarantee (BG) in favour of "The Board of Deendayal Port Authority, A.O. Building, Gandhidham. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (E) at the time of tender opening or send the same by hand / courier / RPAD / Speed post so as to reach the Superintending Engineer (E), Deendayal Port Authority, P&C Building, New Kandla within 07 days from the last date of opening.

Submission of EMD, tender fees and other documents during office hours: on date 21/10/2022 to 27/10/2022 by hand / courier / RPAD / Speed post in the chamber of Superintending Engineer (E), Electrical Division, P&C Building, New Kandla (Kutch) – 370 210.

- 6.2 The Notice Inviting Tender (NIT) issued by the Employer forms part of the Tendering Documents.

- 6.3 The Employer shall make his all out efforts to ensure the correctness of Documents available on the Website. However, the Employer is not responsible for the completeness or correctness of the Tendering Documents and their addendum, if they were not obtained directly from the websites.
- 6.4 The Tenderer is expected to examine all instructions, forms, terms and specifications in the Tendering Documents. Failure to furnish all information or documentation required by the Tendering Documents may result in the rejection of the Tender.
- 6.5 The Tender Documents (along with drawings, if any) are available with the office of the Employer as specified in Tender Information Form for sale as specified in TIS. **(Not Applicable)**.
- 6.6 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If any, discrepancy is noticed at any stage between the Port's tender document uploaded on websites and the one submitted by the tenderer, the conditions mentioned in the port's printed documents shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

7. Clarification of Tendering Documents

- 7.1 A prospective Tenderer requiring any clarification of the Tendering Documents shall contact the Employer in writing at the Employers address specified in the TIS. The Employer will respond in writing to any request for clarification, provided that such request is received not later than seven (7) days prior to the date of pre-bid meeting. As specified in TIS, Employer will conduct the Pre-bid meeting and the prospective Tenderers may attend the Pre-bid meeting. Employer shall issue clarification during the meeting. The Employer shall hoist the clarification on websites : [http:// www.deendayalport.gov.in](http://www.deendayalport.gov.in) as well as <https://www.nprocure.com> & <http://www.eprocure.gov.in>, without identifying its source. Should the Employer deem it necessary to amend the Tendering Documents as a result of a clarification, it shall do so following the procedures under ITT Clause 8 and ITT sub Clause 24.2. However, the Minutes of Meeting / Clarification / Addenda shall be posted on the websites only.
- 7.2 The Tenderer shall be deemed to have thoroughly examined the General and Special Conditions of contract, Various Schedules, drawings

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and scope of site works and restrictions thereof. If he shall have any issue to be clarified, the same shall be brought to the notice of the Employer in writing in the pre-bid meeting as mentioned in clause 7.1 above.

8. Amendments of Tendering Documents

- 8.1 At any time prior to the deadline for submission of Tenders, the Employer may amend the Tendering Documents by issuing addendum.
- 8.2 Any addendum issued shall be part of the Tendering Document and shall be hoisted on websites only.

To give respective Tenderer reasonable time in which to take addendum into account in preparing their Tenders, the Employer may, at its discretion, extend the deadline for the submission of Tenders, pursuant to ITT Sub-Clause 24.2.

C. Preparation of Tenders

9. Cost of Tendering

- 9.1 The Tenderer shall bear all cost associated with the preparation and submission of its Tender, and the Employer shall not be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.

10. Language of Tender

- 10.1 The Tender, as well as all correspondence and documents relating to the Tender exchanged by the Tenderer and the Employer, shall be written in the English language only. Supporting documents and Printed literatures that are the part of the Tender may be in another language provided, they are accompanied by an accurate translation of the relevant passages into the English language only, in which case for purpose of interpretation of the Tender such translation shall govern.

11. Document Comprising the Tender

- 11.1 The Tender shall comprise the following:
 - (a) Form of Tender and the applicable Price Schedule in accordance with ITT Clause 12, 14 and 15.

- (b) Earnest Money Deposit (EMD), in accordance with ITT Clause 21;
- (c) Written confirmation authorizing the signatory of the Tenderer to commit the Tender, in accordance with ITT Clause 22;
- (d) Documentary evidence in accordance with ITT Clause 16 establishing the Tenderers eligibility to Tender;
- (e) documentary evidence in accordance with ITT Clause 17, that the Goods and related services to be supplied by the Tenderer as specified in section V, Schedule of Requirement;
- (f) Documentary evidence in accordance with ITT Clause 18 and 30, that the Goods and related services confirm to the Tendering Documents;
- (g) Documentary evidence in accordance with ITT Clause 19 establishing the Tenderers qualifications to perform the contract if its Tender is accepted; and
- (h) Any other documents required in the TIS.

12. Form of Tender and Price Schedules

- 12.1 The Tenderer shall submit the form of tender using the form furnished in Section IV, Tendering forms. This form must be completed without any alterations to its format and no substitute shall be accepted. All blank spaces shall be filled in with the information requested.
- 12.2 The Tenderer shall submit the online Price Schedule for Goods and related Services according to Section IV, Schedule of requirements, as appropriate, using the forms furnished in Section IV, Tendering Forms.
- 12.3 The Tenderer shall submit duly filled in form of Tender set in accordance with ITT Clause 23, along with both Techno-Commercial and Price Covers. In the Techno-Commercial Cover, the price related clause(s) shall be left blank and comment shall be made "Refer to the form of Tender and Price Cover".

13. Alternative Proposal

- 13.1 Alternative proposals shall not be considered at all.

14. Tender Prices and Discounts

- 14.1 The prices and discounts quoted by the Tenderer in the form of Tender and in the price Schedule shall confirm to the requirements specified below.
- 14.2 All lots and items must be listed and priced separately in the Price Schedule. If a price Schedule shows item listed but not priced their prices shall be assumed to be included in the price of other items. Items not listed in the price Schedule but specified in the Section V, Schedule of Requirements, their prices are deemed to have been in the Prices of other items.
- 14.3 The Price to be quoted in the Form of Tender shall be total price of the Tender, excluding any discounts offered.
- 14.4 The Tenderer shall quote unconditional discounts, if any and indicate the method for their application in the form of Tender.
- 14.5 The terms EXW, FOB, CIF, and other similar terms shall be governed by the rules prescribed in the current edition of Inco-terms, published by the International Chamber of Commerce, as specified in the TIS. **(Not Applicable)**
- 14.6 Prices shall be quoted as specified in each Price Schedule included in Section IV, Tendering Forms. The dis-aggregation of price component is required solely for the purpose of facilitating the comparison of Tenders by the Employer. This shall not in any way limit the Employer's right to contract on any other terms offered. The Tenderer may obtain transport and insurance services as specified in TIS. Prices shall be entered in the following manner :
- (a) For Goods Manufactured in India:
- (i) The price of the Goods quoted EXW (ex works, ex factory, ex ware house, ex showroom, or off-the-shelf, as applicable), including sales and other taxes already paid or payable on the components and raw materials used in the manufacture or assembly of the Goods.
 - (ii) any sales tax and other taxes which will be payable on the Goods if the contract is awarded to the Tenderer; and

- (iii) The price for inland transportation, insurance and other local services required to convey the Goods to their final destination (Project Site) Specified in **TIS**.
 - (b) For Goods manufactured outside India, to be imported: **(Not Applicable)**
 - (i) the price of the Goods, quoted FOB named port of loading, as specified in the TIS;
 - (ii) the price for inland transportation, insurance and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the TIS;
 - (iii) in addition to the prices specified in (b) (i) above, the price of the Goods to be imported may be quoted FOB (named Port of loading) and cost of insurance and freight and Taxes and duties required to be paid in India separately till the Goods received at Project site i.e. Deendayal Port Authority, Gujarat, India;
 - (c) For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements;
 - (i) The price of each item comprising the Related Services (inclusive of all applicable taxes but excluding GST).
- 14.7 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account unless otherwise specified in TIS and in accordance with GCC Clause 30.1. A Tender submitted with an adjustable price quotation shall be treated as non responsive and shall be rejected, pursuant to ITT Clause 30.
- 15. Currencies of Tender (This clause is superseded by relevant clause in TIS)**
- 15.1 The Tenderer shall quote in Indian Currency (INR) of the portion of the Tender price that corresponds to expenditures incurred in the currency of India (INR).

15.2 The Tenderer may express the Tender price equivalent to US \$ or Euro. If the Tenderer wishes to be paid in a combination of amounts in different currencies, he may quote his price accordingly but shall use not more than two currencies including the currency of India unless otherwise specified in TIS.

15.3 For evaluation purposes, exchange rate shall be in accordance with ITT clause 34.1.

16. Documents Establishing the Eligibility of the Tenderer

16.1 To establish their eligibility in accordance with ITT Clause 4 Tenderers shall complete the form of Tender included in Section IV, Tendering Forms.

17. Documents establishing the eligibility of the Goods and Related Services. (Not Applicable)

17.1 To establish the eligibility of the Goods and Related Services in accordance with ITT Clause 5, Tenderer shall complete the country of origin declaration in the Price Schedule Forms, included in Section IV, Tendering Forms.

18. Documents Establishing the Conformity of the Goods and Related Services.

18.1 To establish the conformity of the Goods and Related Services to the Tendering Documents, the Tenderer shall furnish as part of its Tender the documentary evidence that the Goods conform to the technical specifications and standards as specified in Section V, Schedule of Requirements.

18.2 The documentary evidence may be in the form of literature, drawings or data, and shall consist of a detailed item by item description of the essential technical and performance characteristics of the Goods and Related Services, demonstrating substantial responsiveness of the Goods and Related services to the Technical specification, and if applicable, a statement of deviations and exceptions to the provision of the Schedule of Requirements.

18.3 The Tenderer shall also furnish a detail list giving full particulars, including available sources and current prices of spare parts including critical parts, special tools etc. necessary for the proper and continuing

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functioning of the Goods during the period specified in the TIS following commencement of the use of the Goods by the Employer.

- 18.4 Standard for workmanship, process, material and equipment as well as reference to brand names or catalogue number specified by the Employer in the Schedule of Requirement are intended to be descriptive only and not restrictive.

19. Documents Establishing the Qualification of the Tenderer.

- 19.1 The documentary evidence of the Tenderer qualifications to perform the contract if its Tender is accepted shall establish to the Employers satisfaction:

(a) that, if required in the TIS, a Tenderer that does not Manufacture or produce the Goods it offers to supply shall submit the Manufacturers' Authorization using the form included in Section IV, Tendering Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India.

(b) that, if required in the TIS, in case, a Tenderer not doing business within India, the Tenderer is or will be (if awarded the contract) represented by an agent in the country equipped and able to carry out the Contractor's maintenance, repair and spare parts stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications; **((b) is Not Applicable)**

and

(c) that, the Tenderer meets each of the qualification criterions specified in SECTION III, Evaluation and Qualification Criteria.

20. Period of Validity of Tender

- 20.1 Tender shall remain valid for the period specified in the TIS after the Tender submission deadline date prescribed by the Employer. A Tender valid for a shorter period will be rejected by the Employer as non responsive.

- 20.2 In exceptional circumstances, prior to the expiration of the Tender validity period, the Employer may request Tenderers to extend the period of validity of their Tenders.

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The request and the responses shall be made in writing. If an EMD is requested in accordance with ITT Clause 21, it shall also be extended for a corresponding period. A Tenderer may refuse the request without forfeiting its EMD. A Tenderer granting the request shall not be required or permitted to modify its Tender.

21. Earnest Money Deposit (EMD)

21.1 The Tenderer shall furnish as part of its Tender, an EMD, as specified in the TIS.

21.2 The EMD shall be in the amount specified in the TIS and denominated in the currency of the Employers Country, and shall;

(a) at the Tenderers option, be in the form Bank Guarantee in accordance with ITT clause 21.1 and as specified in the TIS from a Nationalized/Scheduled banks of India (except co-operative bank) preferably having a branch in accordance with ITT clause 21.1 and as specified in the TIS;

(b) EMD not in the form and manner as per ITT clause 21.2(a) will not be accepted and bid shall be treated as bid without EMD;

(c) be in accordance with the form of EMD included in Section IV, Tendering forms or other form approved by the Employer prior to Tender submission;

(d) be payable promptly upon written demand by the employer in case the condition listed in ITT Clause 21.5 are invoked;

(e) be submitted in its original form; copies will not be accepted;

(f) remain valid for a period of 30 days beyond the validity period of the Tenders, or as extended, if applicable, in accordance with ITT Clause 20.2;

21.3 If an EMD is required in accordance with ITT Sub-Clause 21.1, any Tender not accompanied by EMD in accordance with ITT Sub-Clause 21.1 shall be rejected by the Employer as non-responsive.

21.4 The EMD of unsuccessful Tenderers shall be returned as promptly as possible upon the successful Tenderers furnishing of the Performance Guarantee pursuant to ITT Clause 44.

21.5 The EMD may be forfeited:

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- (a) if a tenderer withdraws its Tender during the period of Tender validity specified by the tenderer on the form of tender except as provided in ITT sub clause 20.2; or
 - (b) If the successful Tenderers fails to;
 - (i) Signs the contract in accordance with ITT Clause 43;
 - (ii) Furnish a performance guarantee in accordance with ITT clause 44.
 - (iii) Pursuant to ITT Clause 31.4

21.6 The EMD of a JV must be in name of the JV that submits the Tender. If the JV has not been legally constituted at the time of tendering, the EMD shall be in the names of all future partners or in the name of leas partner as named in the letter of intent mentioned in section IV, Tendering forms, tendering information form. **(NOT APPLICABLE)**

21.7 The tenderer shall note that, no interest is payable on the EMD by the Employer.

22. Format and Signing of Tender

22.1 The tenderer shall prepare one original documents comprising the tender as described in ITT Clause 11 and clearly mark it "ORIGINAL". In addition, the tenderer shall submit copies of the tender, in the number specified in the TIS and clearly mark them "COPY" in the event of any discrepancy between the original and the copies the original shall prevail.

22.2 The original and all copies of the tender shall be typed or written in indelible ink and shall be signed by a person duly authorized to sign on behalf of the tenderer.

22.3 Any interlineations, erasures or overwriting shall be valid only if they are signed or initiated by the person signing the tender.

22.4 At the time of submission of (the hard copy of) the tender document along with all required documents, the tenderer shall give an undertaking that no change have been made in document. If 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.

D. Submission and Opening of Tenders

23. Submission, Sealing and Marking of Tenders

23.1 Tenderers may submit their tenders as specified in the TIS and in the form and manner in accordance with ITT clause no.23 and 24.

- (a) Tenderer shall submit their tender online on website <https://www.nprocure.com> only. The hard copy of the tender submitted online including tender fees, EMD and enclosures excluding priced bid without mentioning the rates quoted elsewhere, signed on bottom of each page in token of acceptance of Tender Conditions, shall be submitted within 7 days of opening of online bid by hand / courier / RPAD / Speed post in the chamber of Superintending Engineer (E), Electrical Division, P&C Building, New Kandla (Kutch) 370 210. E-mail – see@deendayalport.gov.in.

23.2 The inner and outer envelope shall:

- (a) bear the name and address of the tenderer;
- (b) be addressed to the employer in accordance with ITT Sub- clause 24.1;
- (c) bear the specific identification of this Tendering process indicated in ITT 1.1 and any additional identification mark in accordance with ITT Clause 23.4 and as specified in the TIS; and
- (d) bear a warning not to open before the time and date for tender opening in accordance with ITT sub clause 27.1.

23.3 If all envelopes are not sealed and marked as required under ITT sub clause 23.4, the Employer will assume no responsibility for the misplacement or premature opening of the tender.

23.4 **(This Clause is Not Applicable)** - There will be three inner envelopes. One for EMD, second for techno-commercial offer and the third for price bid. All the three inner envelopes shall be sealed separately as under :

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- (a) Cover containing earnest money deposit as specified in ITT clause no.21 and cover shall be titled "EARNEST MONEY DEPOSIT". EMD may be lodged by the bidder separately also with the Employer nominated officer before the dead line of submission of tender as specified in ITT Clause 24.
 - (b) Techno-commercial offer to be sealed with all relevant documents as required as per ITT Clause no 11 and shall be titled "TECHNO COMMERCIAL OFFER".
 - (c) Price offer shall be separately sealed and shall be clearly titled "PRICE BID- NOT TO OPEN TILL SHORT LISTING APPROVAL".
 - (d) All the above three inner envelopes shall be sealed separately in an outer envelope as per ITT clause no 23.2

24. Deadline for submission of tender

- 24.1 Tenders must be received by the Employer on the website & hard copy thereof at the address and not later than the date and time specified in the TIS.
- 24.2 The Employer may, at its discretion, extend the deadline for the submission of Tenders by amending the tendering documents in accordance with ITT clause 8, in which case all rights and obligation of the Employer and Tenderer previously subjected to the deadline shall thereafter be subjected to the deadline as extended.
- 24.3 All Tenders shall be received by the nominated officer of the Employer on or before the deadline of submission of offers as indicated in TIS.

25. Late Tenders

- 25.1 The Employer shall not consider any Tender that arrives after the deadline for submission of Tenders in accordance with ITT clause 24, any Tender received by the Employer after the deadline for submission of Tenders will be declared late, rejected and returned unopened to the tenderer.

26. Withdrawal, Substitution and Modification of Tenders (Clause 26.1 & 26.2 are Not Applicable)

- 26.1 A Tenderer may withdraw, substitute or modify its tender after it has been submitted by sending a written notice in accordance with ITT clause 23, duly signed by an authorized representative and shall include

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a copy of the authorization (the power of attorney) in accordance with ITT sub clause 22.2 (except that no copies of the withdrawal notice are required). The corresponding substitution or modification of the tender must accompany the respective written notice. All notices must be:

- (a) submitted in accordance with ITT Clause 22 and 23 (except that withdrawal notice do not require copies) and in addition the respective envelope shall be clearly marked "WITHDRAWAL", "SUBSTITUTION" or "MODIFICATION"
- (b) received by the Employer prior to the deadline prescribed for submission of Tenders in accordance with ITT Clause 24.

26.2 Tenders requested to be withdrawal in accordance with ITT sub clause 26.1 shall be returned unopened to the Tenderers.

26.3 No Tenders may be withdrawn, substituted or modified in the interval between the deadline for submission of Tenders and the expiration of the period of Tender validity specified by the Tenderer on the Form of Tender or any extension thereof.

27. Tender Opening

27.1 The Employer shall conduct the Online Tender opening at the address, date and time specified in the TIS.

27.2 **(Not Applicable)** - First envelope marked " WITHDRAWL" shall be opened and read out and the envelope with the corresponding Tender shall not be opened but returned to the Tenderer. If the withdrawal envelope does not contain a copy of the "Power of Attorney" confirming the signature as a person duly authorized to sign on behalf of the Tenderer the corresponding Tender will be opened. No Tender withdrawal shall be permitted unless the corresponding withdrawal notice contain a valid authorization to request the withdrawal and is read out at Tender opening. Next, envelopes marked " SUBSTITUTION" shall be opened and read out and exchanged with the corresponding Tender being substituted, and the substituted tender will not be opened, but returned to the Tenderer. No Tender substitution will be permitted unless the corresponding substitution notice contain a valid authorization to request the substitution and is read out at Tender opening. Envelopes marked " MODIFICATION" shall be opened and read out with the corresponding Tender. No Tender modification shall be permitted unless the corresponding modification notice contains a valid authorization to request the modification and is read out at Tender

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opening. Only envelopes that are opened and read out at Tender opening shall be considered further.

27.3 **(Not Applicable)** - At first the outer envelope containing three inner envelopes shall be opened. Then the inner envelope marked "EMD" shall be opened. On confirmation of EMD in accordance with the ITT clause 21, the second inner envelope marked "Techno-Commercial Offer" shall be opened. Otherwise, the offer is considered rejected in accordance with the ITT clause 32.2. All envelopes except price bid cover shall be opened one at a time reading out the name of the Tenderer and where there is a modification; the Tender prices including any discount and alternative offers; the presence of EMD, if required and any other details as the Employer may consider appropriate. Only discounts and alternative offers read out at Tender opening shall be considered for evaluation. No Tender shall be rejected at Tender opening, except for late Tenders, in accordance with ITT Sub-Clause 25.1 and Tenders not accompanied by EMD in requisite for and manner in accordance with ITT clause 21. The B.G shall be verified independently by the Employer with the Bank, before finalization of Technical offers; in the event of lack of confirmation of issue of the B.G by the Bank, the bid shall stand disqualified. The third envelope marked " Price Bid" shall be opened only for those Tenderers whose Tender is considered responsive in accordance with ITT clause 30 and shall be opened on a date and time conveyed after evaluation of techno-commercial offer in accordance with relevant clauses and schedules by the Employer.

27.4 **(Not Applicable)** -The Employer shall prepare a record of the Tender opening that shall include, as a minimum the name of the Tenderer and whether there is withdrawal, substitution or modification the Tender price (per lot if applicable) if opened including any discounts and alternative offers if they were permitted and the presence or absence of a EMD. The Tenderers representatives who are present shall be requested to sign the attendance sheet. A copy of the record will be distributed to all Tenderers who submitted tender in time.

27.5 On the due date and time, the employer will first open Technical bids of all bids received including modifications. In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.

27.6 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.

27.7 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://DPA.nprocure.com>, <https://www.eprocure.gov.in> and www.kandlaport.gov.in.

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

E. Evaluation and Comparison of Tenders

28. Confidentiality

28.1 Information relating to the examination, evaluation, comparison and post-qualification of Tenders and recommendation of contract award shall not be disclosed to Tenderers or any other person not officially concerned with such process until publication of the Contract Award.

28.2 Any effort by a Tenderer to influence the Employer in the examination, evaluation and comparison of the Tenders or contract award decision may result in the rejection of its Tender and forfeiture of EMD.

28.3 Notwithstanding ITT Sub-clause 28.2 from the time of Tender opening to the time of contract award. If any Tenderer wishes to contact the Employer on any matter related to the Tendering process, it should do so in writing.

29. Clarification of Tenders

29.1 To assist in the examination, evaluation and comparison of the tenders, the Employer may, at its discretion, ask any Tenderer for a clarification of its Tender. Any clarification submitted by a Tenderer in respect to its Tender and that is not in response to a request by the Employer shall not be considered. The Employer's request for clarification and response shall be in writing. No change in the prices or substance of the Tender shall be sought, offered or permitted, except to confirm the correction of arithmetic errors discovered by the Employer in the evaluation of the Tenders in accordance with ITT clause 31.

30. Responsiveness of Tenders

- 30.1 The employer's determination of tender's responsiveness shall be based on the contents of the tender itself and clarification in accordance with ITT clause 29.
- 30.2 A substantially responsive Tender is one that conforms to all the terms, conditions and specifications of the tendering documents without material deviation, reservation or omission. A material deviation, reservation or omission is one that:
- (a) Affects in any substantial way the scope, quality, or performance of the goods and related services specified in the contract; or
 - (b) Limits in any substantial way inconsistent with the Tendering documents the Employers right or the tenderers obligation under the contract; or
 - (c) If rectified, would unfairly affect the competitive position of other Tenderers presenting substantially responsive Tenders.
- 30.3 Tenders shall not contain the following information/ conditions to consider them responsive:
- (a) Either direct or indirect reference leading to reveal the prices of the tenders in the techno-commercial covers:
 - (b) Techno-commercial condition in the price cover
 - (c) Adjustable prices.
 - (d) Irrelevant information.
- 30.4 If a Tender is not substantially responsive to the Tendering documents, it shall be rejected by the Employer and may not subsequently be made responsive by the Tenderer by correction of the material deviation, reservation or omission.

31. Non-conformities, Errors and Omissions

- 31.1 Provided that a Tender is substantially responsive the Employer may waive any non-conformities or omissions in the Tenders that do not constitute material deviation.

- 31.2 Provided that a Tender is substantially responsive the Employer may request that the Tenderer submit the necessary information or documentation, within a reasonable period of time to rectify non-material non-conformities of omissions in the Tender related to documentation requirements. Such omission shall not be related to any aspects of the price of the Tender. Failure of the tenderer to comply with the request may result in the rejection of its Tender.
- 31.3 Provided that the Tender is substantially responsive, the Employer shall correct arithmetical errors on the following basis:
- (a) if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Employer there is an oblivious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and unit prices shall be corrected;
 - (b) if there is any error in total corresponding to the addition or subtraction of subtotals, the subtotals or arithmetically corrected sub totals shall prevail and the total shall be corrected; and
 - (c) if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.
- 31.4 If the Tenderer that submitted the lowest evaluated Tender does not accept the correction of arithmetical errors, its Tender shall be rejected and treated in accordance with ITT Clause 21.5

32. Preliminary Examination of Tenders

- 32.1 The Employer shall examine the Tender to conform that all documents and technical documentation requested in ITT Clause 11 have been provided and to determine the completeness of each documents submitted.
- 32.2 The Employer shall confirm that the following documents and information have been provided in the Tender. If any of these documents or information is missing, the offer shall be rejected.
- (a) Form of Tender, in accordance with ITT sub-clause 12.1;
 - (b) Price Schedule, in accordance with ITT sub-clause 12.2;

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(c) EMD, in accordance with ITT sub-clause 21, if applicable,

33. Examination of Terms and Conditions; Technical Evaluation

33.1 The Employer shall examine the Tender to conform that all Terms and Conditions specified in the GCC and the SCC have been accepted by the Tenderer without any material deviation or reservation.

33.2 The Employer shall evaluate the technical aspects of the Tender submitted in accordance with ITT clause 18, to confirm that all requirements specified in section V, Schedule of Requirements of the Tendering Documents have been met without any material deviation or reservation.

33.3 If, after the examination of the terms and conditions and the technical evaluation the Employer determines that the Tender is not substantially responsive in accordance with ITT clause 30, it shall reject the tender.

34. Conversion to Single Currency (Not Applicable)

34.1 For evaluation and comparison purpose the Employer shall convert all Tender prices expressed in amounts in various currencies into an amount in a single currency specified in TIS, using the selling exchange rates established by the sources and on the date specified in the TIS.

35. Domestic / Price / Purchase Preferences

35.1 No Domestic / Purchase / Price Reference is envisaged unless otherwise stated in TIS.

36. Evaluation of Tenders

36.1 The Employer shall evaluate each Tender that has been determined up to this stage of the evaluation to be substantially responsive. The Employer shall evaluate the Techno Commercial cover as following:

(a) Evaluation in accordance with ITT clause 32 and 33

(b) Evaluation in accordance with Section III

36.2 To evaluate a tender, the Employer shall only use all the factors, methodologies and criteria defined in ITT clause 36. No other criteria or methodology shall be permitted.

36.3 To evaluate a Tender of those Tenderers whose Tenders are evaluated in accordance with ITT clause 36.1 and found responsive in accordance with ITT clause 30. The Employer shall consider the following:

- (a) Evaluation will be done for as specified in the TIS; and the Tender price as quoted in accordance with clause 14;
- (b) Price adjustment for correction of arithmetic errors in accordance with ITT sub clause 31.3;
- (c) Price adjustment due to discounts offered in accordance with ITT sub clause 14.4;
- (d) Due to the application of the evaluation criteria specified in the TIS from amongst those set out in section III, evaluation and qualification criteria.

37. Comparison of tenders

37.1 The Employer shall compare all substantially responsive Tenders to determine the lowest evaluated Tender, in accordance with ITT clause 36.

38. Joint venture (Not Allowed)

38.1 JV is permitted as specified in TIS

39. Employer's Right to Accept Any Tender and to Reject Any or All Tenders

39.1 The Employer reserve the right to accept or reject any Tender and to annual the Tendering process and reject all Tenders at any time prior to contract award, without thereby incurring any liability to Tenderers.

F. Award of Contract

40. Award criteria

40.1 The Employer shall award the contract to the Tenderer whose offer has been determined to be the lowest evaluated Tender and is substantially responsive to the Tendering documents based on the "FINAL COST" to the Employer.

40.2 **(Not Applicable)** - In the unlikely event of lowest evaluated Tenderer backing out, the Employer reserve the right to negotiate with the next lowest bidder to match the lowest evaluated Tenderer's price.

41. Employer's right to vary quantities at time of award

41.1 At the time the contract is awarded the Employer reserve the right to increase or decrease the quantity of goods and related services originally specified in section V, Schedule of requirements provided this does not exceed the percentages specified in the TIS and without exceed the percentage specified in TIS, and without any change in the unit prices or other terms and conditions of the Tender and the Tendering Documents.

42. Notification of Award

42.1 Prior to the expiration of the period of Tender validity or extended validity in accordance with ITT clause 20.2 the Employer shall notify the successful Tenderer, in writing, that its Tender has been accepted.

42.2 Until a formal contract prepared and executed the notification of award and form of Tender shall constitute a binding contract.

42.3 The Employer shall publish in its website the notification of award detailing the following information;

- i. Tender No.
- ii. Item / Nature of work.
- iii. Mode of Tender Enquiry
- iv. Date of Publication of NIT.
- v. Type of Bidding (Single / Two bid system)
- vi. Last date of receipt of tender
- vii. Nos. of tenders received.
- viii. Nos. and names of parties qualified after technical evaluation.
- ix. Nos. and names of parties not qualified after technical evaluation.
- x. Whether contract awarded to lowest tenderer / evaluated L1.
- xi. Contract No. & date
- xii. Name of Contractor
- xiii. Value of Contract
- xiv. Scheduled date of completion of supplies.

42.4 Upon the successful Tenderers furnishing of the signed agreement form and Performance Guarantee pursuant to ITT clause 44, the Employer will promptly notify each unsuccessful Tenderer and will discharge its EMD, pursuant to ITT clause 21.4.

43. Signing of Contract

- 43.1 Promptly after notification, the Employer shall send to the successful Tenderer the draft agreement and the special conditions of contracts.
- 43.2 Within the specified period as specified in TIS, the successful tenderer shall sign, date and return the agreement form to the Employer from the date of receipt of Notification of award issued by the Employer in accordance with ITT clause 42.1
- 43.3 All costs, charges and expenses of drafting the contract agreement including stamp duty shall be borne by the successful Tenderer.

44. Performance Guarantee

- 44.1 Within specified period, as specified in TIS of the receipt of notification of award from the Employer, the successful Tenderer, if required, shall furnish the Performance Guarantee in accordance with the GCC, using for that purpose the performance guarantee form included in section VIII, Contract forms or another form acceptable to the Employer. The Employer shall promptly notify the discharge of EMD to each of the unsuccessful Tenderers pursuant to ITT sub-clause 21.4, from the date of receipt of notification of award in accordance with ITT Clause of 42.1.
- 44.2 Failure of the successful Tenderer to submit above mentioned Performance Guarantee or sign the contract shall constitute sufficient grounds for the annulments of the award and forfeiture of the EMD in accordance with ITT clause 21.
- 44.3 All costs, charges and expenses including drafting and/or approving drafts and stamp duty and as well as Bank Guarantee or any other form in accordance with GCC clause 17, shall be borne by the Successful Tenderer.
- 44.4 No interest shall be payable by the Employer on performance Guarantee Amounts.

45. Transportation and Communication. (Not Applicable)

- 45.1 The Successful Tenderer shall provide transport facilities to the Employer within the over all Tender Cost for making Site visits to the Project Site on day to day basis. The Transportation facility shall be

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suitable and to the dignity of the Official nominated by the Employer or as specified in TIS.

- 45.2 The successful Tenderer shall provide 2 sets of latest model, duly activated Mobile Phones or as specified in TIS, to the Employer for use of Employer's representatives to remain in contact with the work site, construction yards of the successful Tenderer. This service shall be made available within 14 days of receipt of Notification of Award. The amount of Monthly liability in normal circumstances shall not exceed Rs.1000/- per phone or as specified in TIS. The handset etc., shall be returned not later than 14 days from the date of release of Performance Guarantee in as is where is condition. The contractor shall ensure that this connectivity is available uninterruptedly throughout the duration as specified.

**Signature & Seal
of Contractor**

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

SECTION – II

Tender Information Sheet (TIS)

The following specific data for the goods to be procured shall complement, supplement or amend the provision in the instructions to tenderers (ITT). Wherever there is a conflict the provision herein shall prevail over those in ITT.

ITT clause Reference	A. General
ITT 1.1	<p>The Employer is : DEENDAYAL PORT AUTHORITY</p> <p>Tender No. EL/AC/2764.</p> <p>The name of Tender: "Procurement of 02 nos. of 100 MT & above capacity tyre mounted Electric & Diesel driven (Duo) HMCs with Operation & Comprehensive AMC (CAMC) of three years after free CAMC of two years"</p>
ITT 2.1	<p>The title of the Project is: "Procurement of 02 nos. of 100 MT & above capacity tyre mounted Electric & Diesel driven (Duo) HMCs with Operation & Comprehensive AMC (CAMC) of three years after free CAMC of two years"</p>
ITT 6.1.2	<p>Complete Tender document (excluding drawing) is available at http://www.deendayalport.gov.in, https://www.nprocure.com & http://www.eprocure.gov.in. The documents may be downloaded. However, tender fees of Rs. 29,500/- (Inc. 18% GST) (Non-refundable) towards the cost of tender documents shall be payable by Demand Draft (DD) / Bankers' Cheque (BC) / Pay Order (PO) and shall be submitted in Electronic Format only through on line (by scanning) while uploading the bid. However, for the purpose of realization, bidder shall send the same in original to Superintending Engineer (E) at the time of tender opening or send the same by hand / courier / RPAD / Speed post so as to reach the Superintending Engineer (E), Deendayal Port Authority, P&C Building, New Kandla within 07 days from the last date of opening.</p>
B. Contents of Tendering Documents	
ITT 6.5 & 7.1	<p>For Clarification of Tender Purpose only the Employer's address is :</p> <p>Attention:</p> <p>Superintending Engineer (Electrical), Electrical Division, Deendayal Port Authority, New Kandla.</p>

	<p>Address: Ground Floor, P & C, Building City: New Kandla, Kutch - Gujarat Pin code: 370210 Country: INDIA E-mail: see@deendayalport.gov.in</p> <p>Tender documents are available for downloading till 21/10/2022 up to 14.00 Hrs.</p> <p>Pre bid meeting shall be conducted at A. O. Building, Deendayal Port Authority, Gandhidham) on 07/10/2022 @ 15:00 hrs. Prospective tenderers may attend the same.</p>
C. Preparation of Tenders	
ITT 10.1	<p>The language of the Tender is : English</p> <p>Tenderer shall not submit Tenders in ANY OTHER language. The contract to be signed with the successful Tenderer shall be written in the language in which the Tender was submitted, which will be the language that shall govern the contractual relations between the Employer and the SUCCESSFUL tenderer. A Tenderer shall not sign a translated version of its contract.</p>
ITT 11.1 (h)	The Tenderer shall submit the additional documents in its Tender as per requirement of tender documents.
ITT 13.1	Alternative proposal shall not be considered.
ITT 14.5	Clause 14.5 of ITT is not applicable.
ITT 14.6	Insurance and transport shall be arranged by the Contractor in accordance with GCC clause 23 and 24 respectively.
ITT 14.6(a) (iii)	"Final destination (Project site)": Inside Cargo Jetty Area, Deendayal Port Authority, New Kandla 370210. Gujarat, India.
ITT 14.6(b) & (c)	Clause 14.6 (b) and (c) of ITT are not applicable.
ITT 14.7	The prices quoted by the tenderer shall not be adjustable except on account of statutory taxes and duties payable in INDIA and in accordance with GCC clause 30.1
ITT 15.1 and 15.2	The tenderer is required to quote in the currency of India.
ITT 17.1	Clause 17.1 of ITT is not applicable.
ITT 18.3	Period of time the goods are expected to be functioning : 10 years
ITT 19.1(a)	Manufacturer's authorization is mandatory.

ITT 19.1(b)	Clause 19.1(b) of ITT is not applicable.
ITT 20.1	The tender validity period :120 days
ITT 21.1 & 21.2 (a)	<p>Tenderer shall include an EMD in the form of DD/ Bankers' cheque/Postal Order/ Bank Guarantee as per section IV of Tendering Forms; The Bank Guarantee shall be from any Indian Nationalized Bank having its Branch at Gandhidham-Gujarat(India).</p> <p>(i) Earnest Money Deposit (EMD) for Indigenous bidder : The tender shall be accompanied by Earnest Money Deposit of Rs. 50,00,000/- (Rupees Fifty Lakh Only). The tender not accompanied with EMD in the prescribed format shall be treated as non-responsive. The Earnest Money Shall be submitted in the form of Bank Guarantee in favour of The Board of Deendayal Port Authority, A.O. Building Gandhidham, form any Nationalized/ Scheduled Bank(except co-operative Bank), having its branch in Gandhidham.</p> <p>EMD shall be released to all other tenderers except for L1 and L2 immediately after ranking the bids based on price bids. However, EMD of L1 and L2 will be refunded immediately after entering into an agreement with the successful bidder and upon submission of Bank Guarantee towards Performance Guarantee by L1.</p> <p>EMD shall be valid for 28 days beyond the validity of bids in accordance with ITT clause 20.1.</p> <p>EMD in the form of BG submitted by the tenderer's be verified independently with the issuing bank. If Banker's confirmation is not received in a reasonable period, the BG is considered as non-responsive and the bid shall not be taken up for evaluation.</p>
ITT 21.2	The amount of the Earnest Money Deposit (EMD) shall be: (Rs. 50,00,000/- (Rupees Fifty Lakh Only).
ITT 22.1	In addition to the original of the Tender, the number of copies is: Nil.
D. Submission and opening of Tenders	
ITT 23.1	Tenderer shall submit the tender online on or before due date and time for submission of e-tender. Further, the Hard copy of the e-tender alongwith its enclosures shall be submitted within 07 days of opening of e-tender i.e. upto 27/10/2022 to the Superintending Engineer (Elect.), Electrical

	Division, Ground Floor, P & C Building, New Kandla, Kachchh Gujarat. Failing which the tender will be considered as non-responsive.
ITT 23.2 (c)	The inner and outer envelopes shall bear the additional identification marks : Tender for Notice no. EL/AC/2674.
ITT 24.1 & 24.3	For tender submission purposes, the employers address is: Attention: Superintending Engineer (Electrical), Electrical Division, DEENDAYAL PORT AUTHORITY, New Kandla. Address: Ground Floor, P & C, Building City: New Kandla, Kutch-Gujarat Pin code: 370210, Country: INDIA Electronic mail address: see@deendayalport.gov.in The deadline for the submission of on line tender is: Date: 21/10/2022 Upto : 14:00 hrs.
ITT 27.1	The online tender opening shall take place at the address mentioned at: Office of the Superintending Engineer (Elect.), Electrical Division, Deendayal Port Authority, New Kandla, Ground Floor, P & C, Building City: New Kandla, Kutch-Gujarat Pin code: 370210 Country: INDIA Date: 21/10/2022 @ 14.30 Hrs.
E. Evaluation and Comparison of Tenders	
ITT 34.1	Clause 34.1 of ITT is not applicable.
ITT 35.1	Domestic / price / purchase preference : Not applicable
ITT 36.3 (a)	Evaluation will be done on the basis of final cost to the Employer.
ITT 36.3 (d)	The contract price shall be determined using the following criteria, from amongst those set out in section III, evaluation and qualification criteria. (a) Deviation in Delivery Schedule : No (b) Deviation in payment schedule : No (c) The Cost of major replacement components, mandatory spare parts, and service : No (d) the availability in India of spare parts and after-sales services for the equipment offered in the Tender : No (e) the projected opening and maintenance costs during the life of the equipment : No (f) the performance and productivity of the equipment offered : No.
ITT 38.1	Joint Venture/ Consortium : (Not Allowed)

Award of Contract	
ITT 41.1	The maximum percentage by which quantities may be increased / decreased shall be 25 % of individual items/ lots and overall effective contract cost at 15 %.
ITT 43.2 & 44.1	<p>Contract agreement shall be executed by the successful bidder within 14 days for National Competitive Tenders OR 28 days for International Competitive Tenders.</p> <p>Security Deposit/ Performance Guarantee shall be submitted by the successful bidder within 21 days for National Competitive Tenders OR 28 days for International Competitive Tenders. after receiving LOA.</p>
ITT 45	Transportation and Communication – Not Applicable

**Signature & Seal
of Contractor**

**Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY**

SECTION-III

EVALUATION & QUALIFICATION CRITERIA

This section complements the instructions to Tenderers. It contains the criteria that the Employer may use to evaluate a Tender and determine whether a Tenderer has the required qualification. No other criteria shall be used.

Contents

1. Joint Venture (ITT 38.1)
2. Evaluation Criteria (ITT 36.3 {d})
3. Pre Qualification Criteria

1. Joint venture clause (ITT 38.1) : **(NOT APPLICABLE)**

There shall be no limit on the number of partners and subject to the following :

- (i) In a JV, all partners are jointly and severally responsible for the work.
- (ii) The technically and financial criteria (POC) may be met jointly by the partners. At the same time, it has to be ensured that firms are capable. Thus, firms with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

2. **Evaluation Criteria (ITT 36.3 (d))**

The Employer's evaluation of a Tender may take into account in addition to the tender price quoted in accordance with ITT clause 14.6, one or more of the following factors as specified in ITT sub-clause 36.1 and in TIS referring to ITT 36.3(d) using the following criteria and methodologies.

(a) Delivery schedule :

The Goods specified in the list of goods are required to be delivered within the acceptable delivery period as specified in section V, Delivery schedule. No credit will be given to deliveries before the earliest date, and tenders offering delivery periods beyond planned delivery period shall be treated as non responsive.

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(b) Deviation in payment schedule.

- (i) Tenderers shall state their Tender price for the payment schedule outlined in accordance with clause of GCC read with SCC. Tender shall be evaluated on the basis of final price to the Employer. Tenderers shall not be permitted to state an alternative payment schedule.
- (c) The Cost towards "PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS' shall include the to be cost incurred during twenty Four months of guarantee period for carrying out maintenance as per the schedule and any break down inclusive of supply of spares (critical, mandatory, consumables, replacement, etc. as the case may be) required for preventive and break down maintenance and operation of cranes for a period of 5 years.
- (d) Experience of proposed sub contractors / sub-vendors / technical collaborator shall not be considered for evaluation. However, credential of sub-vendors / technical collaborator shall be examined.
- (e) The price offered for three years AMC period year-wise after expiry of two years guarantee period, includes Labour charges and cost of spares required for preventive and break down maintenance, submission of documents are required in Section V. The impact of a CAMC for 3 years & operation of 5 years on total financial implication shall be discounted at 7.5% discounting factor per annum after completion of 2 years Guarantee period for the purpose of N.P.V.

3. PRE-QUALIFICATION CRITERIA / BIDDING CONDITION

3.1 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 at least Rs.28,83,40,318.00.
- b) **Experience of having successfully completed similar works during last five years ending on last day previous to the invitation of tender as under:**

- (i) The Bidder (manufacturers / Authorized dealer / Channel Partner) must have successfully completed work of Design, Manufacture, Supply, Erection, Testing and Commissioning of at least 02 nos. Mobile Harbour Cranes of 100 T capacity & above during last five years ending on last day previous to the invitation of tender. Commissioning of above HMCs must be anywhere in India.
- (ii) Satisfactory Performance: The Bidder shall submit the documentary proof for satisfactory performance from the owners to whom the Cranes were supplied.
- (iii) Similar works: means Design, Manufacture, Supply, Erection, Testing and Commissioning of at least 02 nos. Mobile Harbour Cranes of 100 T capacity & above. Commissioning of above HMCs must be anywhere in India.

3.2 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. 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.
- c. Duly filled Forms mentioned in Section – IV- Part – I.
- d. PAN, Registration with GST, Provident Fund Authorities.
- e. EMD in form of Bank Guarantee from Nationalized / Scheduled bank (except co-operative bank) having its branch in Gandhidham.
- f. Tender fee in form of Demand draft / Banker's cheque / Pay Order.
- g. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- h. 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).
- j. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.

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- k. The copy of the supply / work order should also be submitted for which the bidder is submitting completion certificate.
 - l. 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.
 - m. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

3.3 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.

Specimen Pre-QUALIFICATION OF BIDDERS

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

1. Only for individual bidders

1.1 Constitution 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

Year	Financial Year	Turn over
last three financial years ending 31st March of the previous year for.	2019-20	
	2020-21	
	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.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 5 years.	2017-18		
	2018-19		
	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. Proposed sub contracts and firms involved. (NOT APPLICABLE)

Sections of works	Value of sub contract	Sub-contractor (name and address)	Experience in similar work

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

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

6. Additional information bidder may like to submit

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

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

SPECIMEN FORMAT FOR EXCEPTIONS AND DEVIATIONS

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders to note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

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

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

SECTION-IV.
TENDERING FORMS

Table of forms

1. Declaration Form
2. Authority Letter
3. Tender Submission Form
4. Tenderer Information Form
5. Joint Venture Partner Information Form
6. EMD (Bank Guarantee)
7. B.G authorization
8. Manufacturer's Authorization
9. Price Schedule
10. Price and Completion Schedule – Related Services
11. Format of Certificate Issued by Third Party Agency
12. Format of Mechanical Design Requirement
13. Format of Certificate of Manufacturer.

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To. _____
(Project title)

Ref: _____

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

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price Cover 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 or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other 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 documents and also understand that in the event of any discrepancies observed, the printed tender document No. _____ available on <https://www.nprocue.com> is full and final for all legal/contractual obligations.

Date:

Place:

Name of Applicant: _____

Represented by (Name & capacity) : _____

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To,
The (PORT Address)

Dear Sir,

We _____ do hereby confirm that Shri _____ (Name, Designation and Address) is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with you against tender no. _____ and his specimen signature is appended here to.

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

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

(Specimen signature)

Yours faithfully,

Signature:

Name and designation:

For & on behalf of:

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

SPECIMEN FOR FORM OF BID
(To be executed on bidder's Letter Head)

(The Tenderer shall fill in this Form in accordance with the instructions indicated. No alterations to its format shall be permitted and no substitutions shall be accepted. The Form shall be submitted in both the Techno-Commercial and Price Covers separately)

Date: (insert date of tender submission)

Tender No: (insert Tender number and Title)

To: (Complete name of Port)

We, the undersigned declare that:

- (a) We have examined and have no reservations to the tendering documents, including addenda No.: (insert the number and issuing date of each Addenda, Clarifications issued after Pre-bid meeting along with Minutes)
- (b) We offer to execute the work in conformity with the Tendering Documents and in accordance with the Delivery Schedules specified in the Schedule or Requirements in accordance with Tender Documents bearing no. (Insert Tender no.)
- (c) The total price of our Tender excluding any discounts offered in item(d) below, is [insert the total Tender price in words and figures, indicating the various amounts and the respective currencies]; [in case of Techno- Commercial offer it shall be mentioned that "as filled in the Price Bid"] and like to avail/not to avail (delete whichever is not applicable) the advance in accordance with GCC 15.1:
- (d) The discounts offered and the methodology for their application are: **(Not Applicable)**

Discounts: If our Tender is accepted, the following discounts shall apply, [specify in detail each discount offered and the specific item of the schedule of requirements to which it applies]; [in case of Techno-Commercial offer it shall be mentioned that "as filled in the Price Bid"]

Methodology of application of the discounts: The discounts shall be applied using the following method: [specify in detail the method that shall be used to apply the discounts]; [in case of techno-commercial offer it shall be mentioned that "as filled in the Price Bid"]

- (e) Our tender shall be valid for the period of time specified in ITT sub-clause 20.1, from the date fixed for the Tender submission deadline in accordance with ITT sub-clause 24.1 and it shall remain binding upon us and may be accepted at

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any time before the expiration of that period or any extended period in accordance with ITT sub clause 20.2;

- (f) If our Tender is accepted, we commit to obtain a performance guarantee in accordance with ITT sub-clause 44 and GCC clause 17 for the due performance of the contract, as specified in specimen form the purpose;
- (g) We including any subcontractor or contractors for any part of the contract, [insert the Nationality of the Tenderer, including that of all parties that comprise the Tenderer, if the Tenderer is a JV, and the Nationality of each Subcontractor and Contractor]; **(Not Applicable)**
- (h) We have no conflict of interest in accordance with ITT sub clause 4.2;
- (i) Our firm its affiliates or subsidiaries – including any subcontractor or contractors for any part of the contract-has not been declared ineligible by the Port, under laws of India or official Regulations, in accordance with ITT sub clause 4.3;
- (j) We understand that this Tender, together with your written acceptance thereof included in your Notification of award shall constitute a binding contract between us, until a formal contract Agreement is prepared and executed in accordance with ITT clause 4.3 and as per specimen form for the purpose;
- (k) We understand that you are not bound to accept the lowest evaluated Tender or any other Tender that you may receive.
- (l) We also make a specific note clause of GCC, SCC, ITT and TIS under which the Contract is governed.
- (m) In case of out station firm having a branch in India for liaison purpose, please mention the Name of the Contact Person and Tel. No., Fax No., and mail Id and also the Complete Postal Address of the Firm.
- (n) We understand that the communication made with the firm at (m) by the Port shall be deemed to have been done with us.

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

In the capacity of: (insert legal capacity of person signing the form of tender)

Name: (insert complete name of person signing the form of tender)

Duly authorized to sign the Tender for and on behalf of: (insert complete name of Tenderer)

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

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

TENDERER INFORMATION FORM

(The Tenderer shall fill in this form in accordance with the instruction indicated below. No alterations to its format shall be permitted and no substitution shall be accepted)

Date : (insert date of Tender submission)

Tender No.: (Insert number of Tendering process)

Page _____ of _____ pages

1. Tenderer's legal name (insert Tenderers legal name)
2. In case of JV, legal name of each party: (insert legal name of each party in JV)
3. Tenderers actual or intended Country of Registration: (insert actual or intended Country of Registration along with Registration details)
4. Tenderers year of Registration : (inert Tenderers year of Registration)
5. Tenderers legal address in Country of Registration: insert Tenderers legal address in Country of Registration)
6. Tenderers Authorized Representative information Name: (insert the authorized representatives name) Address: (insert authorized representatives address) Telephone/Fax numbers: (insert authorized representative's telephone/fax numbers) Email address: (insert authorized representatives email address)
7. Attached are copies of original documents of : (check the boxes of the attached original documents) <input type="checkbox"/> Articles of incorporation of registration of firm named in 1, above in accordance with ITT sub-clause 4.1 and 4.2. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT sub clause 4.1. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT sub clause 4.4 <input type="checkbox"/> PAN Number

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

This form is not Applicable

JOINT VENTURE PARTNER INFORMATION FORM

(The Tenderer shall fill in this form in accordance with the instructions indicated below)

Date: (insert date of tender submission)

Tender No.: (Insert numbering of Tender process)

Page _____ of _____ pages

1. Tenderers legal name: (insert Tenderers legal name)
2. JV's party legal name: (Insert JV's party legal name) JV's Lead Partner name
3. JV's party Country of Registration: (Insert JV's party year of registration)
4. JV's party year of registration: (insert JV's party year of Registration)
5. JV's party legal address in country of registration : insert JV's party legal address in country of registration
6. JV's party authorized representative information Name: (insert name of JV's party authorized representative) Address: (insert address of JV's party Authorized Representative) Telephone/Fax numbers: (insert telephone/fax numbers of JV's party Authorized Representative) Email address: (insert email address of JV's party Authorized Representative)
7. Attached are copies of original documents of : (check the boxes of the attached original documents) <input type="checkbox"/> articles of incorporation of registration of firm named in 2, above in accordance with tender documents. <input type="checkbox"/> In case of government owned entity form India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with Tender documents. <input type="checkbox"/> PAN Number <input type="checkbox"/> GST registration number <input type="checkbox"/> Any other documents required for statutory compliance

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

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

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

SPEICMEN EMD (Bank Guarantee Format)

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated. To be executed on Rs. 100/- non Judicial Stamp Paper]

_____ (Bank's name and address of Issuing Branch or Office)

Beneficiary: _____ (Name and Address of Employer/Board)

Date: _____

Tender Guarantee No.: _____

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

- (a) has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or
- (b) Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

- (a) If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or
- (b) If the Tenderer is not the successful Tenderer, upon the earlier of
 - (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
 - (ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof; Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank's Letter Head)

Date:

To,
The Board of Deendayal Port Authority

Dear Sir,

Sub: our Bank Guarantee No. _____ dated _____ for Rs.
_____ favouring yourselves issued on A/c of M/s

(Name of Contractor)

We confirm having issued the above mentioned guarantee favouring
yourselves, issued on account of M/s _____ validity for expiry up to
date _____ and claim expiry date _____ up to _____.

We also confirm 1) _____ 2) _____ is/are empowered
to sign such Bank Guarantee on behalf of the Bank and his/their signatures
is/are binding on the Bank.

Name & Signature of the Bank officer

MANUFACTURER's AUTHORISATION

(The Tenderer shall require the Manufacturer's Authorization to fill in this form in accordance with the instructions indicated. This letter of Authorization should be on the letter head of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer. The Tenderer shall include in its Tender, if so indicated in the TIS. Employer/Board is authorized to verify the facts and genuineness of the information provided by the Tenderer, directly with the Manufacturer)

Date: (insert the date as day, month and year)

Tender No.: (insert number of Tendering process)

To: (insert complete name of Port)

WHEREAS

We (insert complete name of Manufacturer), who are official Manufacturers of (insert type of goods Manufactured) having factories at (insert full address of Manufacturers factories), do hereby authorize (insert complete name of Tenderer) to submit a Tender the purpose of which is to provide the following Goods, manufactured by us (insert name and brief description of Goods) and to subsequently negotiate and sign the Contract.

We hereby extend our full guarantee and warranty in accordance with Clause 27 of the General Conditions of contract, with respect to the goods offered by us.

Signed: (insert signature of authorized representative of the Manufacturer)

Name: (insert complete name of authorized representative of the Manufacturer)

Title: (insert title)

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

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

Note: Duly Notarized/Attested or Endorsed by the respective Embassy

Price Schedule Forms

[The Tenderer shall fill in these Price Schedule Forms in accordance with the instructions indicated. The list of line items in Column I of the Price Schedules shall coincide with the List of Goods and Related Services specified by the Employer in the Schedule of Requirements.]

The prices to be filled on online only and the Hard Copy of the tender may be submitted duly signing the Price Schedules without mentioning the rates.

Form - 9

Name of Work : PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS.

PRICE SCHEDULE

1	2	3	4	5	6
Item No.	Description of Item	Quantity	Unit	Unit Price (Rs.)	Total Price per line item (Rs.) (3 X 5)
1.	Design, supply, installation, testing & commissioning of 100 Tonne and above tyre mounted Electric & Diesel (Duo) driven Harbour Mobile Cranes	2	Nos.		
2.	4 rope operated grabs to handle the less than or equal to 1 density of the Bulk cargo for the above cranes	2	Nos.		
3.	4 rope operated grabs to handle the 1 to 2.5 density of the Bulk cargo for the above cranes	2	Nos.		
4.	4 rope operated Hook blocks for above Cranes	3	Nos.		

(In Words: Rupees _____ only)

(Note : Rates quoted are inclusive of all expenses, charges, insurance, transportation, all incidental charges, duties, levies, taxes etc. but excluding GST)

Name & Signature of bidder
Date

Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY

Form-10

Name of Work: Operation of Cranes for a period of 5 years AND Comprehensive AMC of 02 Nos. of Mobile Harbour Cranes and grabs including spares for a period of 3 Years commencing after expiry of Guarantee Period of 2 Years.

1	2	3	4	5	6
Item No.	Description of Item	Quantity	Unit	Unit Price (Rs.)	Total Price per line item (Rs.) (3 X 5)
1. Operation after Commissioning & taking over of cranes.					
(a)	First Year	12	Month		
(b)	Second Year	12	Month		
(c)	Third Year	12	Month		
(d)	Fourth Year	12	Month		
(e)	Fifth Year	12	Month		
2. Comprehensive maintenance after the completion of guarantee period of two years.					
(a)	Third Year	12	Month		
(b)	Fourth Year	12	Month		
(c)	Fifth Year	12	Month		
TOTAL					

(In Words: Rupees _____ only)

(Note : Rates quoted are inclusive of all expenses, charges, insurance, transportation, all incidental charges, duties, levies, taxes etc. but excluding GST)

Name & Signature of bidder
Date

Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY

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

To,
M/s DEENDAYAL PORT AUTHORITY,
Kandla (Kutch)
Gujarat,
INDIA.

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

Signature & Seal of Authorized
Representative of Classification Society.

MECHANICAL DESIGN REQUIREMENT

AS DETAILED IN TECHNICAL SPECIFICATIONS.

Seal and signature of the Contractor

(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,
M/s DEENDAYAL PORT AUTHORITY,
Kandla (Kutch)
Gujarat,
INDIA.

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

Signature & Seal of Authorized
Representative of the Manufacturer

Part 2 – Supply Requirements

SECTION-V

SCHEDULE OF REQUIREMENTS

Contents

1. List of Goods and Delivery Schedule
2. List of Related Services and Completion Schedule
3. Technical Specifications.
4. Drawings
5. Inspections and Tests
6. Exception and Deviations

1. List of Goods and Delivery Schedule

NAME OF WORK: "PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS"

Line Item No.	Description Of Goods	Quantity	Physical unit	Final (Project Site) Destination as specified in TIS	Delivery Date	
					Delivery Period	Tenderer's offered period (to be provided by the Tenderer)
1	2	3	4	5	6	7
1.	Design, supply, installation, testing & commissioning of 100 Tonne and above tyre mounted Electric & Diesel (Duo) driven Harbour Mobile Cranes	2	Nos.	Inside Cargo Jetty Area at New Kandla	8 (Eight) months	
2.	4 rope operated grabs to handle the less than or equal to 1 density of the Bulk cargo for the above cranes	2	Nos.	Inside Cargo Jetty Area at New Kandla	8 (Eight) months	
3.	4 rope operated grabs to handle the 1 to 2.5 density of the Bulk cargo for the above cranes	2	Nos.	Inside Cargo Jetty Area at New Kandla	8 (Eight) months	
4.	4 rope operated Hook blocks for above Cranes	3	Nos.	Inside Cargo Jetty Area at New Kandla	8 (Eight) months	

Name of bidder
Signature of Bidder
(Insert complete name of Bidder)
{Signature of person signing the BID}
Date (insert date)

2. List of Related Services and Completion Schedule

NAME OF WORK: "PROCUREMENT OF 02 NOS. OF 100 MT & ABOVE CAPACITY TYRE MOUNTED ELECTRIC & DIESEL DRIVEN (DUO) HMCS WITH OPERATION & COMPREHENSIVE AMC (CAMC) OF THREE YEARS AFTER FREE CAMC OF TWO YEARS"

Service	Description Of Services	Quantity & Unit	Place Where Services shall be performed
1	2	3	4
1	Comprehensive Annual Maintenance Contract, with operation.	Per Month for 2 cranes & 6 nos. of grabs	Inside Cargo Jetty Area at New Kandla

Name of bidder
Signature of Bidder
(Insert complete name of Bidder)
{Signature of person signing the BID}
Date (insert date)

3. TECHNICAL SPECIFICATIONS.

GENERAL

The DEENDAYAL PORT AUTHORITY intends to procure 2 Nos. of 100 Tons or above capacity (under hook) Mobile Harbour Cranes as per manufacturer's proven standard design for installation at Dry Cargo Berths. The cranes specified shall be used for loading / unloading of various types of cargo mix into / from ships. Generally, all bulk cargoes like food grains, agro products, fertilizers, raw materials, coal, scrap, minerals, break bulk cargoes, structural, steel coils, granite/marble blocks etc from and to the ship are handled. The size of ship will be generally 25000 DWT to 65000/70000 DWT. The cranes shall be suitable for hook and grab / spreaders operations. The scope of work also includes operation of cranes for a period of 5 years from the date of commissioning.

There will be separate agreement for CAMC Contract, which will start after expiry of 2 Years of Guarantee Period. The complete scope of work for procurement and CAMC is at Section V.

1.1 LOCATION

The Major Port of Kandla is situated in the Gulf of Kutch on the West Coast of India, at latitude 23° 01' North longitude 70° 13' East. The Port serves a vast hinterland covering north and north-western parts of India.

1.2 COMMUNICATION FACILITIES

The Port is connected to Ahmedabad by National Highway No. 8A and to Jamnagar and Rajkot by State Highways. It is served by broad gauge railway lines. Bhuj, about 65 km. away from Kandla, provides regular air connections to Mumbai. In addition, there is an airstrip at Kandla for smaller aircraft.

1.3 CLIMATIC CONDITIONS

The climate at Kandla is hot, humid, dusty and salt laden, conducive to rust. During summer, the temperature varies from 25° C to 46° C and in winter, which is mild from 10° C to 25° C. Kandla falls under scanty rainfall zone.

1.3.1 AIR TEMPERATURE

The minimum ambient air temperature at Kandla is 10° C and the maximum ambient air temperatures observed are 46° C (Outdoor) and 40° C (Indoor).

1.3.2 WIND PRESSURE

Wind velocity of 25 to 60 kmph is common on any day, specially during summer (March to September). The maximum wind velocity recorded is 200 kmph. The direction and the average wind speed observed are as under:

Period	Direction	Average Speed
• October – March	North-East	10 kmph
• April – May	South-East	20 kmph
• June – September	South-West } North-East }	60 kmph

1.3.3 TIDES

Tides of Gulf of Kutch, close to Kandla, with reference to the Chart Drum, are as follows:

• Low Water Springs	(+) 0.78 m.
• Low Water Neaps	(+) 1.81 m.
• Sea Level	(+) 3.88 m.
• High Water Neaps	(+) 5.71 m.
• High Water Springs	(+) 6.66 m.

1.3.4 WAVES AND AIR

The Port is protected from the waves, since it is at the leeward end of Gulf of Kutch. The air is always laden with saline spray. In addition, very fine particles of bulk cargo handled at the Port viz. finished fertilizer and its raw materials, coal, iron scrap, solvent extractions, salt, etc. are always present in the air.

1.3.5 SEISMIC FORCE

Kandla falls under Seismic Zone No. V, hence necessary forces are to be considered as per IS: 1893.

1.3.6 RAINFALL

Rainfall in Kandla is very low. Between January and April, there is normally no rainfall. Rainfall mainly remains confined between June and August. During the remaining months, the rainfall is scanty. The average annual rainfall is around 200mm only. However, there have been years when the rainfall was heavier, though such occasions are not common.

1.3.7 RELATIVE HUMIDITY

The relative humidity at Kandla is of the order of about 70 %.

1.3.8 TROPICALISATION

All the Electricals of Harbour Mobile Cranes proposed shall be given tropical and fungicidal treatment in view of the severe climatic conditions prevailing at Kandla site. Such Tropical protection shall conform to BS/CP/1014-1963 or latest viz. "Protection of electrical equipment against climatic conditions".

2.2.0 SCOPE OF WORK

- 2.2.1 The Tenderer shall be responsible for design, manufacture, supply, inspection, and transport to site, storage at site, erection, testing, commissioning, operation and maintenance of 2 Nos. of 100 Tons or above capacity Mobile Harbour Cranes. The cranes shall work at Dry Cargo Berths in Kandla, complete with all mechanical, electrical and hydraulic installations / components along with hook and grab / spreaders for handling variety of bulk / break bulk general cargo from / to the ships. The deployment of the crane depends upon the size of the ship. The Tenderer shall include rates for Comprehensive Annual Maintenance Contract (CAMC), operation considering free of cost maintenance of the cranes during guarantee period of 2 years from the date of acceptance of the cranes by DEENDAYAL PORT AUTHORITY. The maintenance during guarantee period covers all repairs including replacement of worn out / un-repairable components by spare ones at bidders cost and excludes diesel consumes during operation. The cranes wire mostly operate under 4 rope grab.
- 2.2.2 The Tenderer shall design the above cranes in such a way that the rate of discharge of Bulk material of various densities as mentioned under Design requirement shall not be less than around 600 TPH for cranes in free digging test condition (The handing rate is indicative and depends upon the density of cargo). However, the number of cycles at 120° slew shall not be less than 35 / hour with grabs. The rate of discharge and numbers of cycles per hour are only supporting & indicative parameters of tenderers, since the crane is to be designed with operating speed for various movements under design requirement.
- 2.2.3 After successful completion of the free guarantee period of 2 years, the Tenderer shall have to enter into Comprehensive Maintenance Contract (CMC) with operation for the next successive 3 years with Deendayal Port Authority and accordingly, the Tenderer has to quote the charges for the

maintenance & operation contract, as per Schedule B. This Comprehensive Maintenance Contract (CMC) covers all repairs including replacement of worn-out / un-repairable components by spare ones at bidders cost and excluding consumable like diesel, which gets consumed during operation.

- 2.2.4 The operators required for the operation of above Mobile Harbour cranes will be provided by the contractor. However, training of the DPA operators and maintenance staff shall also be arranged by the Contractor after commissioning of cranes. The training will have to be imparted at DPA's site. The Cost of Training related arrangement shall be borne by the Contractor.

- 2.2.5 **Welding**
Welding shall be carried out as per the latest norms and regulations and in line with requirements.

Welding shall be carried out in accordance with the recommended weld procedures for each steel quality. Only certified welders (welder qualifications according to EN 287, part 1) shall be employed and permanent quality control including NDT shall be carried out according to the Manufacturer's QA / QC manual.

The third party inspection agency engaged by the contractor after approval of DPA will decide the welding process and procedure in Section-v of Inspection and Tests.

- 2.2.6 **Non-Destructive Testing (NDT)**

Visual inspection will be in accordance with EN 25817-B. All welds will be subjected to visual inspection.

Ultrasonic, radiographic and magnetic particle inspection will be carried out by certified examiners acc. To pressure vessel code "AD-Merkblatt HP 513" or ASNE-Code Sec. VIII.

The scope of the inspection is stated in the welding and inspection plan of the corresponding steel structure. NDT personnel are qualified to EN 473, ASNT and DGZfP (German Association for NDT) levels.

All NCR's of TPI shall be complied with rectification by the manufacturer immediately with all recording. TPI shall be informed well in advance by the contractor to witness any vital procedure.

3.1.0 STANDARD AND DESIGN PARAMETERS

3.1.1 The Mobile Harbour Crane shall be designed for continuous heavy-duty operation for 24 hours per day throughout the year and shall operated both on Diesel engine and external electrical power.

3.1.2 The Mobile Harbour Crane shall be designed, built and tested to comply with the latest requirement of FEM 1.001 (Federation Europeenne De-La-Manutention) Section – 1, 3rd Edition - 1998. Appropriate British standards (B.S.) or Japanese standards (J.I.S.) or equivalent International/National standards.

Sr. No.	Nature of work	Class of utilization	Load Spectrum class	Appliance / mechanism class (for application of 4 rope grab)
1.	Steel Structure	U 8	Q 4	A 8
2.	Hoist mechanism	T 6	L 4	M 7
3.	Slew mechanism	T 6	L 4	M 6
4.	Long travel mechanism	T 4	L 4	M 4
5.	Luffing mechanism	T 6	L 4	M 6

3.2.3 DESIGN REQUIREMENTS

Operating characteristics.

GENERAL SPECIFICATIONS OF MOBILE HARBOUR CRANES		
TECHNICAL DATA(Bidders to indicate the data for the offered model, wherever required)		
Sr. No.	Specific requirements and parameters	Data
1.	Capacities.	100 T or above
2.	General Cargo (under hook)	100 T at 20 / 21 M OR as per proven standard.
3.	Max. Outreach Min. outreach	51 Mtr. 11 M
4.	Height of jib's fulcrum point	As per Mfg. proven standards.
5.	Visual height of crane operator.	As per Mfg. proven standards.
6.	Working speeds. Note: All crane movements (except traveling) must be carried out simultaneously during crane operation	As per Mfg. proven standards.

	at maximum possible speed and as per standard tolerance limit.	
7.	Hoisting speed, Standard operation (indicative only).	As per Mfg. proven standards.
8.	Grab operation.	As per Mfg. proven standards.
9.	Luffing speed.	As per Mfg. proven standards.
10.	Traveling speed.	As per Mfg. proven standards.
11.	Slewing speed	As per Mfg. proven standards.
12.	Possible operating hours without refilling the fuel tank	More than 120 hrs
13.	Climbing ability.	As per Mfg. proven standards.
14.	Crane in operation during wind velocity. Crane out of operation during wind velocity.	As per Mfg. proven standards.
15.	Utilization of tipping load. General cargo operation. Heavy lift operation. Grab operation.	As per Mfg. proven standards.
16.	Classification according to FEM 1.001 – 3rd edition.	As per the Latest Version.
17.	Environmental conditions Temperature. Humidity (Relative) Atmospheric condition.	46 degree C. Ambient temp. 97% Dusty, saline, humid & corrosive.
18	Maximum Height above ground level Below ground level	As per Mfg. proven standards.
19	The option of external power supply to the crane shall be provide as the cranes are required for continuous operation on external electrical power.	11 KV, 50 Hz Power supply will be provided at wharf side
20	Minimum Ground clearance (in wheel down and stabilizer pad up position)	500 MM (minimum)

3.3.0 STATUTORY REQUIREMENT

The Mobile Harbour Crane shall be developed, designed, manufactured and delivered according to the international Regulations for safety such as F.E.M / DIN / VDE / IEC / ISO etc.

All the materials shall be as per relevant IS Standard wherever applicable OR equivalent International Standard.

3.4.0 GENERAL DESCRIPTION

3.4.1 Special multi-axle under carriage system Mobile Harbour Cranes with Crane control and Crane management system (Integrated Monitoring System) shall be designed and built to incorporate the latest technological features using most advanced CAD/CAE design, engineering and calculation technology. The design shall be as per the relevant standards, to suit the local site conditions and to meet the duties likely to occur in actual operations for following:

- Bulk Handling Grab
- Container handling with spreader systems
- General Cargo Handling
- Handling of Heavy Items

3.4.2 The crane shall be provided with a single jib or double guide jib system or as per manufacture's proven standard design with horizontal load path of the load during luffing.

3.4.3 The machinery frame with the jib system shall rotate on a slew bearing connected to the tubular or as per manufacturer's design for vertical mast above the portal frame.

3.4.4 The hoist drives winches and the slew drive units shall be located on the machinery frame and protected by a spacious house. The operator's cabin can also be located by side of boom.

3.4.5 The electrical panels for all motion are to be located inside air conditioned E – house adjacent to machine room.

3.4.6 The cranes shall be capable of picking up the materials from the ship's hold and discharge into hopper/jetty and can also be used for transferring material from the jetty to the ship.

3.4.7 The cranes shall be capable of handling bulk and break bulk cargo, heavy cargo like steel structures, steel coils, iron scrap (H.M.S), coke/coal, pipes, rails, timber logs, wheat, salt, rice, Soya, sugar, stones

(Granite, marbles, kotta etc) fertilizers and raw materials of fertilizers, minerals, iron ore, copper/zinc concentrate, containers, etc.

3.4.8 The cranes shall be designed to permit quick changeover from hook to grab/spreader attachment and vice versa. The crane shall be designed for the stability, as per FEM-1998 standard.

3.4.9 The crane tendered is a Special multi-axle under carriage system mobile harbour crane, self-propelled, provided with the following operations :-

- * Electronic control system.
- * Load and weight indication integrated into electronic control system.
- * Star / H-shaped support base for maximum stability in any situation.
- * Conformance with the most stringent safety requirement of operators and users.
- * Components tested and proven for extreme conditions and performance.
- * Reliable also in extreme weather and climatic conditions.
- * Ergonomic design of both cabins
- * Operator cabin should be air conditioned.
- * Spring loaded, hydraulically released multiple-disc brakes for hoisting, slewing and traveling.
- * Continuously variable speed control from zero to max. speed.
- * Simultaneous operation of all three motions of the crane.
- * Automatic power regulator for hoisting.
- * Extremely low vibration level.

3.4.10 The crane shall consist of a self-propelled crane carrier with mechanical axle suspension including extendable outriggers for propping of the crane.

3.4.11 The structure of crane shall consist of Electrical Room, Machinery Room, Diesel-Engine Room, and Tower with a lattice – type luffing jib, Crane Operator's cabin and Counterweight.

The crane consists of following main constructional groups

- Undercarriage (chassis) with star/H-shaped supporting system.
- Slewing platform (machinery house) with counterweight.
- Tower structure.
- Boom.
- Basic equipment.

3.5.0 TECHINCAL DESCRIPTION.

3.5.1 Undercarriage.

A multi axle undercarriage with wide spacing of axles for optimum stability during traveling on rubber tyres should be provided. Ensuring an equal load distribution the individual axles shall be connected by equalizing beams. Chassis width, chassis length and outer turning radius in traveling condition of the crane measured under consideration of the pad dimension should be specified.

The pads should be connected to the propping cylinder of the outrigger in a manner that the pads can be lifted with the propping cylinder and the crane can travel in fully rigged condition. For passing narrow passages the propping floats should be easy dis-connectable and they should be equipped with lifting eyes for transportation with forklifts.

The jetty load Bearing capacity is 3.3 Ton / m², however, pad shall be designed with minimum size of 6 m x 2 m keeping in view of the jetty design.

The undercarriage must be easily accessible via stairs.

3.5.2 OPERATOR'S CABIN:

The operator's cabin shall be mounted on the tower in elevated position to provide full visibility of all operation specified. All operation of cranes shall be controlled from the operator's cabin. Window of safety glass shall be provided and have to be arranged in such a manner to guarantee best view to the operation area. Accesses have to be provided for easy cleaning of the windows for front and side windows. Windshield wipers shall be provided for front and roof windows of the operator's cabin. Upholstered multi-adjustable chair shall be provided with comfortable access to all control devices and for best view to the

working area on ship and quay. The seat is preferably and adjustable air-suspension type seat.

- A) An ergonomically designed operators cabin of generous proportion shall be provided and positioned such that operator shall have the best possible view in all directions during loading /unloading operation of the container including better view of working area in the wharf.
- B) The cabin for the crane shall be totally enclosed type designed to give maximum visibility. Laminated safety type glass tinted / glazed windows shall be provided on all four sides. The front window shall be of bay type. All windows shall be accessible for manual cleaning from inside and outside. Electrically operated screen wipers shall be provided on the front window and bottom glass. Glass shall also be provided wherever possible in the floor where it is possible to stand on these windows and these windows shall be protected by a grid. Wipers shall be of such a type, which shall cover maximum coverage area.
- C) The cabin shall be constructed from structural steel plates suitably stiffened and welded together and lined with anti-condensation and insulation materials, which will be fire proof. A hinged door with a lock and key shall be provided. The cabin shall be built with clear headroom of not less than 2 meter. Cabin walkways shall design as per manufacturer's proven standard design.
- D) An upholstered seat of adjustable for both height and reach and revolving type with back rest and hand rest shall be provided. A fold-up type seat shall be provided adjacent to the operator's seat to provide a seat for second portion during operator training.
- E) All controls shall be designed for maximum comfort of the operator. All the indicators shall be placed in a prominent position to ensure optimum visibility.
- F) All controls, indication panels, on board computer and fault display unit shall be installed in such a position that the operator will have clear view to control and regulate the performance and shall be able to transmit data to control computer system.
- G) Access to the cabin at the parked position shall be from a fixed platform, on one side of the cabin, at level with the cabin floor.
- H) The cabin shall be fully enclosed and air tight with a ventilation system designed to maintain a positive pressure in order to have dust free condition in the interior. Dust tight seals shall be provided for all doors,

windows and electrical cable entry points. Cabin shall be provided with air conditioner and fan.

- I) As a standard the noise level shall meet the requirement of regulation as per latest version.
- J) Vibration inside the cabin shall be limited to such level as to ensure unhampered functioning and safety of all sensitive equipment and also to ensure operator's comfort for continuous working.
- K) COMMUNICATION: For communication around the crane, walky talky / latest mobile phones shall be provided and to be installed in the tower cabin, machinery and switch rooms and on the undercarriage.
- L) Public Address System: Consists of goose-neck microphone and amplifier installed in the tower cabin and a marine type loudspeaker outside of the tower cabin
- M) The following accessories shall be provided in the cabin.
 - Fire extinguishers CO2 (Certified and approved make are acceptable from local market)
 - Walky/Talky or Mobile Phone
 - Handset stations for public address
 - Rechargeable lithium battery operated emergency light.
- N) Cabin shall be designed in such a way that operator can get a clear view of the operator in hold & on berth spreader position which may be partially hidden by the container stacked between the cabin and the spreader.

3.5.3 Superstructure.

The in-house manufactured, welded, torsionally rigid construction shall be made of certified high grade steel. The design of superstructure shall be as per manufacturer's proven standard design.

3.5.4 Protective Housing.

A protective housing of ample size to adequately accommodate all items of hydraulic / electric and mechanical equipment shall be provided. Protective housing shall be divided into machinery and electric part, separated by a lockable door. The structure shall be thermal-protected and easy to dismantle for changing drive units.

The diesel engine must be noise-protected and preferable separated from other equipment in an individual noise protected room. The cooler shall be installed as per manufacturer's proven standards.

Rope guides and openings in the roof of the machinery house for the ropes shall be of rubberized fabric to minimize water and dust penetration.

Further, all opened cylinders are required to provide with the protection covers (wherever possible) to avoid pitting in dusty weather and optimum life of chroming / equipment.

3.5.5 The Propping System.

The four-hinged outrigger arms form the main body of the cruciform propping configuration together with hydraulically operated control cylinders and jack-up rams. The horizontal and the vertical movements are activated through solenoids either individually or together. Propping system as per the manufacturer's standard proven design will also be acceptable.

3.5.6 The Supporting System.

Under normal conditions the Mobile Harbour Cranes is operated with single plate gimbals mounted on each of the four jack-up rams.

3.5.7 Travelling Gear.

The travelling gear shall be as per manufacturer's standard proven design.

3.5.8 Axle sets.

The crane is equipped with multi axles sets in standard configuration. Each one is fitted with a pair of multi tyres. All axle sets are steerable and have level compensation.

3.5.9 Axle Set Suspension.

Axle set suspension shall be as per manufacturer's standard proven design.

3.5.10 Steering.

The steering system shall be as per manufacturer's standard proven design.

3.5.11 Traveling.

To move from one quay section to another, all controls can be operated from either the tower cabin or the optional lower cabin. Traveling can be done in both directions with a smooth start and step-less acceleration ensured. The traveling is selected in the control pad. The control-signal is two-stage progressive. The separate arrangement shall be provided for travelling of HMC in case of failure of Main Engine. The

climbing capacity shall be as per manufacturer's proven standard design.

3.5.12 Brakes.

The Brakes shall be as per manufacturer's proven standard design.

3.5.13 Automatic Central Greasing System.

The multi-axle undercarriage – with the exception of the axle sets – is equipped with an automatic central greasing system to minimize maintenance work with copper tubing. Each axle set has its own central greasing.

3.5.14 Main Drive / Power Pack.

The cranes shall be operable in dual system, i.e

(i) Diesel electric / hydraulic and (ii) shore electric power supply

The cranes shall be operable under appropriate capacity of diesel engine having makes, which are represented in India. The preferred make of engine will be Cummins / Caterpillar / Deutz / Mercedes Benz / MAN or any other reputed brands to the approval of the employer.

The diesel engine coupled to suitable Generator / Alternator will be source of power to all driving motors / hydraulic drive of hoist, slew etc.

OR Alternately

The crane drive is diesel-hydraulic with 2 variable displacement axial piston pumps for the hoisting gear, which can be switched to the travelling gear (However, it is preferred to provide separate variable displacement axial piston pumps for travelling gear), and one variable displacement axial piston pump for the slewing gear. Hoisting gear and slewing gear are operated through closed hydraulic circuits.

One variable displacement axial piston pump supplies the luffing gear. Luffing is also a closed hydraulic circuit. Additional pumps are used for steering, feed pressure, control pressure, operation of outrigger devices, oil cooler drive and generator, etc. All motions are power controlled. Preferred hydraulic systems are Rexrothe or Vickers.

The MHC shall also be operable with Shore-power supply with electric drive which includes high voltage cable drum:

To allow crane operation from a high voltage electric shore supply, the crane shall be equipped with an additional LV electric main drive on the crane and a substation-transformer complete with LV and HV circuit breaker on the undercarriage. So that Crane can be operated from a high voltage shore-based electric power supply in electro-hydraulic

mode. During shore operation main engine will be stopped and whole operation will be got transferred on shore supply.

Power supply to the substation-transformer on the undercarriage is by means of an electric cable reel with suitable trailing cable (cable length atleast 150 m).

However, in case of requirement to operate the Cranes on Diesel Engine, the same shall be operated on Diesel Engine Driven System.

The high voltage power source connection will be provided by DPA.

3.5.15 ANEMOMETER:

A wind anemometer shall be provided at the top of the crane. It shall continuously monitor wind velocity and display the wind speed in operator cabin. Following signal shall be displayed at operator cabin desk.

- Warning of wind speed shall be adjustable for (warning and manual stopping after completing the cycle without interlock)

3.6.0 GRAB BUCKET

3.6.1 The cranes shall be supplied with the following volumetric capacity grab buckets rates of which may be quoted separately in Schedule B.

- 4 Rope clamshell type Grab for handling the cargo of density ≤ 1 .
- 4 Rope clamshell type Grab for handling the cargo of density 1 to 2.5.

The clam shell type bucket shall be of all welded construction and stress relieved to avoid premature failure due to hazardous working conditions.

3.6.2 The grab shell shall be constructed with alloy steel plates of standard thickness. Shape of the bottom of the grab shell shall be so designed as to have free flow of materials as soon as the grab is open.

3.6.3 Overlapping shall be so designed to totally stop the spillage through the gap in between the overlap. Alternate arrangement, which efficiently prevent spillage, is also acceptable.

3.7.0 LUBRICATION

The cranes shall be equipped with centralized grease lubrication system at minimum two convenient locations of the equipment. The individual lubricating points should be grouped at convenient locations for ensuring positive lubrication and shall comprise of stainless steel heavy-

duty tubes and connectors, nipples, bushing, brackets, support clips etc duly clamped by SS clamps and fittings. Gearbox shall have splash lubrication system. Open gears and wire ropes shall be coated with suitable lubricant.

3.8.0 STRUCTURAL STEEL WORK

3.8.1 The in-house manufactured, welded, torsionally rigid construction is made of certified high grade steel. It features the centrally arranged reinforced circular/rectangular pedestal construction with the slewing ring flange for the bolted connection with the slewing bearing perfectly machined to meet the specified tolerance for this connection.

3.8.2 TOWER STEEL CONSTRUCTION : Sub-arc welded pipe construction / plate girder structure of torsionally rigid design, ensuring that mechanical forces are transferred evenly from the boom to the tower. For safe, fast and comfortable access, lighted stair with handrail, toe boards and landing with railing at cabin level shall be provided. The boom and cylinder fulcrum is accessible to maintenance through ascent platforms.

3.8.3 BOOM: The design of boom shall be as per manufacturer's proven standard design.

3.9.0 WIRE ROPES, PULLEYS, DRUM AND HOOKS

3.9.1 To ensure maximum operational life, low twisting, galvanized (other material of higher standard is acceptable) suitably anti-dripped greased lifting rope shall be made in one piece, having suitable construction F.M.C. performed with right hand/left hand ordinary lay and factor of safety, as per FEM under section 7.5.1.1.

3.9.2 Wire rope length shall be such that in case if the rope gets damaged from hook side about 5% of total length provision shall be there that same can be spliced again through same rope which can avoid replacement to new rope.

3.9.3 All wire ropes shall be treated with approved lubricant at the point of manufacture. The wire ropes shall also be re-lubricated in the field prior to being placed in service. The contractor shall furnish One (1) copy of the wire test certificate for each wire rope on the crane prior to the time the crane is to be certified.

3.9.4 Blocks of hardwood / Teflon guide or of other suitable material as per manufacturer's standard proven design shall be mounted on the crane

structure to prevent damage to wire rope, which would otherwise contact steel during operations.

- 3.9.5 Large diameter sheaves shall be fitted with anti-friction bearings. All sheaves are made from a specially selected steel / Teflon.

3.10.0 PAINTING

The Painting of Crane shall be as per the standard proven design of Manufacturer. Painting scheme shall be suitable for Marine atmosphere and for the given site condition.

The Contractor shall submit painting schedule at the time of submission of its Tender.

3.11.0 TELEVISION MONITORING SYSTEM – COLOUR

To assist the crane operator working in hatches or in ship cells the crane should be equipped with a HD television along with latest HD camera installed on the boom tip and a monitor placed in the tower-cabin. For best vision the camera is equipped with zoom and focus controlled by the operator.

3.12.0 TEXT DISPLAY UNIT AND PROGRAMME LOGIC CONTROLER.

- 3.12.1 One display unit shall be installed on the operation desk in the cabin. The display unit shall serve to provide necessary information required to the operator in English.

- 3.12.2 Control system.

Electronic crane control and management system shall be electronically developed. The main features of this control system are crane control, load moment limitation and indication, engine / power pack management and monitoring of the whole crane function using a large, hi-contrast display. A complete error management system is built in for fast fault diagnosis.

Electronic modular system, which consists of a high performance central processing unit with Input / Output modules to be provided. All components are designed to work in a wide temperature range (55 to 65 degree celcius) and are shock proof as well as resistant to against humidity.

The integrated monitoring system indicates all important crane data like actual load radius which is to be designed in such a way that if the slewing is 90 degree, then also lifted cargo shall be integrated,

utilization, engine speed, errors, etc. on a large VDU display. It should have built-in-test system to reward/find any system errors.

3.12.3 Modem for Data Transfer including Crane analyzer:

It is preferable to have a software package that enables the terminal / port staff direct excess to the crane data, which can be stored on a laptop.

3.12.4 The features of the controlling system shall be broadly as under: (Equivalent system with same out put with fresh version is acceptable as per manufacturer's proven design)

- Data logger as per latest version [in English (U.K.)] and printer.
- Machine data recording in English (U.K.)
Machinery and component data.

3.12.5 The PLC software of the Crane shall be in English (U.K.) version and shall be interface in friendly user manner. OEM has to acquaint DPA staff regarding downloading of programme in Crane and its fault finding & rectification. OEM has to submit licensed PLC software CD along with 02 nos. new latest version Laptops.

3.13.0 HOLD AND CLOSE / FOUR ROPE GRAB

When the crane is working with 4-Rope grab, one winch acts as holding winch and the other winch as a closing winch. Synchronization of both winches to be controlled electronically and hydraulically in easy friendly maner.

3.14.0 SLEW MOTION

3.14.1 Slewing system shall consist of an adequate slewing drive unit located in the machinery house to be protected against the influence of the environment and best accessible for ease of maintenance.

3.14.2 It should be powered by motor / hydraulic with their associated brakes, directly connected by flexible / fixed couplings with a completely closed gear driving by a pinion gear a heavy duty ball bearing ring.

3.14.3 Special locking device shall be supplied to prevent slewing of the crane's superstructure under the influence of wind when crane is in parked or in traveling condition. The locking device as per manufacturer's proven standard design is also acceptable.

3.15.0 LUFFING MOTION

The level luffing system shall be with the latest standard design. The horizontal load path during luffing over the luffing range has to be guaranteed within a suitable vertical tolerance.

3.16.0 BRAKING

- 3.16.1 All driven axle sets are to be equipped with a hydraulic or any other means as per manufacturing standard design multiple-disk brake used as holding brake only.
- 3.16.2 The operational braking is a hydraulic braking which is achieved by simply returning the control lever to neutral position.
- 3.16.3 The brake circuit shall be protected by a device which switches off the hydraulic motor and brake in the event of malfunctioning.

3.17.0 TESTING

As per FEM, full load test has to be done at manufacturer's site in the presence of TPI. The crane shall be dismantled after full load test. The full load test shall also be carried out at the DPA's site, in the presence of representative of DGFASLI & the payment towards DGFASLI shall borne by the Contractor.

3.18.0 ELECTRICAL INSTALLATION STANDARD

All electrical installation shall comply with IEE or equivalent for Electrical installation. All installation shall be made with regards to safety of persons in the proximity of exposed terminals. All exposed terminals shall be shielded.

3.19.0 EARTHING AND BONDING

Some effective arrangement shall be provided to make proper earth during the forecast of rough weather, heavy rain and lightening etc. Lightning arrestor shall be provided at the tips of the boom & mast structure of the crane. The structure of the crane shall be suitably grounded.

3.20.0 CABLES AND WIRES

- 3.20.1 Standard copper shall be used for conductors in all wiring and cables shall be sized in accordance with the requirement of IEC. Signal

transmission cables shall be individually screened. Twisted differential pair cables for transmission of signals are also acceptable. All signal cables shall have the same characteristics and impedance and separated from power cables. Single strand wire shall not be used. All layout of wiring in the control cubicles shall be designed to prevent spreading of fire.

- 3.20.2 Terminations of all cables shall be made with solder-less crimped lugs. Cables shall be connected only at terminal blocks in panels, control boxes, junction boxes or at the terminal of electrical equipment. All connector or terminal blocks shall be installed in single stack manner, such that easy access can be made to the cables terminations.

All connections shall be made with due consideration for the safety of maintenance staff. Not more than two cables shall be terminated at any terminal point. All terminals shall be properly insulated with PVC sleeves. Use of PVC tapes on the terminals shall be not allowed.

- 3.20.3 Every cable shall be secured and supported in such a manner that the cable and its termination shall not be exposed to undue mechanical strain.
- 3.20.4 All cables shall be run in conduits, trunking, ducting and supported by clips at appropriate spacing. Cables shall be laid in orderly manner and according to the requirement of the NEC / IEE regulations. Space factors of not more than 40% shall be applied to cables in the conduits. All cables shall be protected from the sharp edges of the structure and junction boxes wherever ducting, trunking & conduits are not possible, hot deep galvanized cable tray of suitable size shall be provided.
- 3.20.5 All conduits (rigid or flexible) and trunking shall be watertight and continuous, providing protection to the entire length of the cables and positioned, such that they are protected from accidental damages.
- 3.20.6 Every cable shall be properly marked on both sides. Marking of cables shall be done permanently by hot stamping the identifications onto PVC sleeves. The numbering of the cables shall be properly documented and shall be consistent and easy to interpret. Numbering system of the cables shall be systematic such that maintenance staff can easily identify the location, function or electrical system of a cable through the number.

3.21.0 EARTHING

- 3.21.1 Earthing system shall be provided as per manufacturer's standard proven design. It shall comply with the international standard.
- 3.22.2 Lighting protection system for allied structure shall be in accordance with latest amendments.

3.23.0 LIGHTING AND AUXILIARIES

- 3.23.1 A wall mounting type, sheet shall no dust type, conforming to IP 54 lighting distribution board (LDB) shall be provided for control of different lighting circuits.
- 3.23.2 Separate transformers shall be provided for lighting. Manufacturer shall provide normal as well as emergency lighting system in the crane.
- 3.23.3 The lighting distribution board shall consist of miniature circuit breakers (MCB) for distribution and earth leakage circuit breaker (ELCB) for detection of leakage current.
- 3.23.4 Lighting distribution board shall be powered through isolation lighting transformer fed from auxiliary bus of the machine MCC.
- 3.23.5 All working areas such as walkways, staircase and platform etc., operator's cabin, electrical room, boom etc., shall be provided with suitable lights. The lamp shall be industrial type LED/ fluorescent for indoor and high pressure sodium vapour type for outdoor. Use of bulk head fittings shall be strictly avoided. The fitting shall be indoor/outdoor type, as per the requirement.
- 3.23.6 All outdoor lighting shall be controlled through independent switch/timer. Lighting of control cabin and MCC room of the machine shall be controlled through local MCB's.
- 3.23.7 All fittings shall be suitable for working under heavy vibratory conditions and dusty atmosphere.
- 3.23.8 Emergency light shall be provided at walkways, staircase, ladder, platforms, operator's cabin, electrical room and etc.
- 3.24.0 Lighting luminaries shall be designed in such a way so that it require minimum maintenance

3.25.0 FIRE PROTECTION AND ALARM SYSTEM

3.25.1 The following types of detectors shall be provided:

Type	Location
• Ionization smoke detectors	In electrical control room for MCC (Motor Control Centre), etc.
• Corrosion proof, rate of rise of temperature detector with fixed temperature setting	In battery area

Further, minimum 10 nos. Fire Balls (a round-shaped fire extinguisher that self-activates after about three to five seconds of fire exposure & It disperses non-toxic extinguishing chemicals) with proper stands are required to be provided in each crane.

3.25.2 FIRE EXTINGUISHERS:

CO2 type fire extinguishers of suitable capacity are to be fitted and located as follows: -

Sr. No.	Location	Qty.
1	In the machinery house	02 Nos.
2	In the operator's cabin	01 No.
3	At dock level adjacent to the access ladder	01 No.
4	Near cable reel drum/drive	01 No.

3.25.3 The detectors offered shall be approved by any of the following bodies:

- Underwriters Laboratories – as per international standard lab.
- Fire Officer's Committee - as per international standard lab.
- As per European Norms EN 5
- Any other internationally recognized body, subject to purchaser's approval.

3.26.0 DESIGN CRITERIA (MINIMUM)

3.26.1 The number of detectors, spacing, location etc. shall be determined considering all obstructions. Ventilation system etc. as per BIS.

3.26.2 Pneumatic type rate of rise of temperature detector shall not be used.

3.26.3 Each detector shall be provided with a response indicator at visible point, which lights up on detection of fire.

3.26.4 FRLS (Fire Retardant Less Smoke) PVC copper cables shall be used for fire detection systems.

3.27.0 FIRE ALARM PANEL

3.27.1 Fire alarm panel shall be wall mounting type, located in operator's cabin. Enclosures of sheet steel (2 mm), IP: 55-protection glass. Other equivalent international standard is also acceptable.

3.27.2 There shall be a number of zones, as per design requirements, with minimum one number spare. Each zone shall be monitored for fire with visual & audio annunciation system.

3.27.3 The panel shall also have the following signals:

- i. Battery voltage low
- ii. Battery charger failure
- iii. AC power supply failure
- iv. DC failure
- v. Battery earth fault

Note: Manufacturer's proven standard design is also acceptable.

3.27.4 The panel shall house a battery charger operating on 240 V/110 V AC supply, with capacity for boost charging the battery as well as supplying power for the system.

3.27.5 Lithium battery of adequate capacity to supply power to the fire detection system for 48 hours on AC charges failure. At the end of 48 hours, it shall be able to take the load of all hooters of the system, with minimum 2 Nos. zones operating with visual signals.

3.27.6 Air conditioning (Split type) is required at both operators' cabin & at electrical house.

3.28.0 DRAWINGS & MANUALS

3.28.1 The contractor shall submit standard drawings for Employer/EIC's information. Six copies each of the following documents shall be submitted prior to the starting of manufacture of these items. The scope of these drawings, etc. shall include but not be limited to the following:

- General arrangement of each equipments/assemblies (Laminated drawing).
- List of spare manual stating spare/part code numbers of equipment.
- Specification / catalogues / datasheets of all standard brought-out items.
- All drawings, other than shop fabrication/manufacturing drawings. These will include, but not be limited to assembly, sub-assembly, key components, etc.

- Wiring drawings, hydraulic circuit diagram, cable routes, and equipment inter-connection diagrams.
- General arrangement drawing of Control Cable Junction Box and Cable Turning Device.
- I/O Chart and Control Schematics.
- General arrangement of lighting and lighting protection and earthing system as per manufacturer's proven standard.
- licensed PLC software CD along with 02 nos. new latest version Laptops.

3.28.2 A standard latest tool box with complete set of all necessary tools and spanners, inclusive of any 'Specials', shall be supplied along with the equipment.

3.28.3 The Contractor shall supply, bound into a suitable folder or manual, six sets of operating and maintenance instructions and spare parts manuals for use by the Employer / EIC. In addition to copy of such instructions shall be supplied suitable for display in a prominent position in the Driver's cabin. Also three copies of spare parts catalogue containing drawings of sub-assemblies indicating name of spare parts and other details for indenting the spare parts from OEM to be supplied by the contractor.

3.29.0 Quality / latest accreditation of ISO

Manufacturer's cranes will be the result of continuous quality assurance and quality control at all stages of design, production and after-sales service. The quality system has to be certified by authorized authority to confirm to the quality standard of **latest accreditation of ISO**

3.30.0 ERECTION AND TESTING WORKS AT SITE

Cranes shall be tested after completion of erection as follows:

- In all its motions with a load of 25 percent more than the specified duty. The specified speed need not be attained in the test.
- With full working load the general control and handling of the cranes will be tested to the satisfaction of the Employer/DGFASLI & TPI, and checks made in the specified speed tests must be carried out through 360 degrees & as per FEM standard. Cranes at Manufacturer's site shall be tested in the presence of TPI agency. Employer may witness the test at the said site.
- The crane shall also be tested for stability with 25% overload with the jib in any position.
- Any other test conformed to the FEM latest standard, as required by the Employer & DGFASLI is to be conducted at site by contractor.

DPA will provide the electric supply required for test at DPA's site free of cost for testing purpose. However, all other materials required for testing shall be arranged by the contractor at his own cost.

3.31.0 OPERATION OF CRANES:

This includes operation of both the Mobile Harbour Crane round the clock during the guarantee period and three years AMC period. Contractor has to provide required trained operator and signalman for operation of Cranes and shall quote the amount accordingly. The Operator shall be deployed in 3 shifts on 365 days basis. Contractor shall deploy a minimum one operator and one signalman per crane per shift. Further, in round the clock operations, reliever is to be engaged for operator to ensure throughout working of equipments.

3.32.0 MAINTENANCE AND OPERATION INSTRUCTIONS

Maintenance format with reference to the number of hours worked shall be provided in the Operation and Maintenance Manuals, as per the supplier proven standard. Contractor shall re-cast the maintenance schedule and add measures as per actual working requirement and betterment of maintenance activity as per Port scenario.

3.33.0 LOAD INSCRIPTION

Load table indicating safe working loads at various radius shall be provided in operator's cabin.

3.34.0 TRAINING

- 3.34.1 The Contractor shall arrange the training of operators for a minimum period of one week to get acquainted with the operations in the above cranes, after successful commissioning of the cranes.
- 3.34.2 The Contractor shall arrange familiarization training programme to DPA maintenance Engineers / Staff for a minimum 10 numbers of persons for a period of two weeks after successful commissioning of the cranes.
- 3.34.3 The scope of training to maintenance staff of DPA shall cover periodical / scheduled preventive maintenance as per chart of OEM in respect of all mechanical, electrical / electronics and hydraulic operational systems of the cranes. Also, to acquaint DPA staff regarding downloading of programme in Crane and its fault finding & rectification. The bidder has to post a proper trainer in each discipline mentioned above to the satisfaction of Employer / EIC.

3.35.0 PROGRESS REPORT

3.35.1 Bar chart for Manufacturing & testing / commissioning shall be given and monthly progress may be communicated.

3.35.2 Every month, the contractor shall submit the Monthly Progress Report to Employer/EIC with the following information along with the Time Bar Chart, with copy to Inspection Agency:

- Name of the work :
- Schedule period of completion
as per the work order (in weeks) :
- Period completed (in weeks) :
- Cumulative delay, if any :
- Reason for delay :
- Action taken to overcome delay and complete the work as per the
schedule :

3.36.0 COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT INCLUDING THE COST OF SPARES

3.36.1 DEFINITION

The comprehensive annual maintenance contract means that the contractor has to carry out preventive maintenance of crane and grabs (as per the manufacturers schedule) and breakdown maintenance if any, inclusive of supply of spares, consumables and labour, as per the quoted cost in schedule –B for three years from the date of satisfactory completion of the guarantee period of 2 (Two) years. This also includes Operation of both the Crane round the clock.

3.36.2 CONTRACT PRICE

The rate for the CAMC shall be quoted in Indian rupees as per Schedule-B in the price bid document for each year from the time of commencement of CAMC and remain frozen and will not be subject to any escalation for any reason whatsoever.

The rate of CAMC shall be considered for the purpose of evaluation of tender. The impact of CAMC on quoted price on total financial implication shall be discounted at 7.5% discounting factor per

annum after completion of 2 years of guarantee period for the purpose of Net Present Value calculation. The Employer may extend the contract for further period of two year on the same rate of final year, terms and conditions with mutual consent. In such case Contractor shall extend the validity period of Bank Guarantee for further 2 years.

3.36.3 PERFORMANCE GUARANTEE

Contractor shall submit Bank Guarantee from a Nationalized Bank for 10% of quoted amount for 3 (three) years CAMC valid till 28 days after completion of 3 years of CAMC.

3.36.4 CONTRACT AGREEMENT

Contractor shall enter into agreement for carrying out CAMC for a period of 3 (three) years at the time of taking over the equipment by the employer.

The contractor shall carryout all the functions as per the provisions of the agreement & in accordance with the laws of the Government of Gujarat, wherever applicable as well as Major Ports Act, Dock Safety Rules and Regulation and all other applicable laws, rules and regulations from time to time and in accordance with prudent work practices.

3.36.5 CONTRACTOR'S OBLIGATIONS

- i. Replacement cost of spares required for maintenance / faulty spares / components, consumables during the tenure of Guarantee period and AMC period will be in suppliers account.
- ii. Consumable like Cotton-waste, Soap, Cleaning cloths, Detergent, Solutions, Taps, Anti- corrosion-fluid, cleaners, Liquid, Lub. Oil, Grease, Hyd., oil, lamps, luminaries, chokes, fuses etc., shall be included in the CAMC. DPA will only supply fuel oil or electricity required for operation of the cranes, except that no other material will be supplied.
- iii. Sufficient stock of necessary spares like Filters, V-belts, valve seals, Hydraulics seals, Hydraulic Hoses, Oil separators, oil seal kit etc. required during the preventive, breakdown maintenance shall be included in the CAMC.
- iv. Contractor shall carry out all Preventive Maintenance as the Manufacturers Service Schedule / Maintenance plan. The Maintenance shall be carried out as per the Manufacturers

standard procedure and according to the instruction manuals. The crane has to be cleaned externally and internally by proper means, at least once in a month by potable water with jet pump spray.

- v. Contractor has to keep and submit all records of the daily / preventive / breakdown inspection and maintenance of Mobile Harbour Crane and end of each month the contractor will submit the computerized log book, record of maintenance, formats duly filled up as required by the Employer.
- vi. Recognize that all the assets covered under AMC system, tools, test equipments, manuals and other documents which are handed over to DPA while taking over / handing over of the cranes will be the property of the owners and not to dispose without the approval of the owner or any of the properties of the owner, unless such property shall be of no material value and not required for the CAMC.
- vii. Prepare and submit to the owner, 6 months before the expiry of guarantee period, a mobilization plan including Staffing, Materials Management Plan (MMP), Maintenance Management Plan covering conditions of monitoring techniques, list of spares required and existing.
- viii. Review quantity in stock and adequacy of spares at the end of guarantee period and arrange to procure the required spares, as per the MMP.
- ix. Review to update maintenance plans periodically, with intimation to owner and refrain from using cranes for purposes other than handling cargo at berths and to and from ships without prior intimation and permission of the owner.
- x. Install, run and update computerized inventory and maintenance control systems.
- xi. Establish emergency procedures, which shall include action during cyclone, fire, natural calamities and such exigencies etc.
- xii. As per requirement, calibrate and set meters, safety devices, protection devices, measuring instruments, gauges etc. periodically to ensure accuracy.

- xiii. Make the cranes available timely for inspection by owner or other competent authorities
- xiv. Critical Spares shall be restored to original level at the time of completion of CAMC or termination due to unsatisfactory performance.
- xv. Assets handed over to the AMC contractor for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear.
- xvi. The Contractor shall have to deploy the staff, headed by Service engineer (over all In-Charge) to deal with DPA in all technical and administrative matters.
- xvii. The responsibility of the AMC Contractor includes procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.
- xviii. To provide trained operator for the Cranes for round the clock operation.
- xix. The Contractor shall comply following statutory requirements during the period of three years of Comprehensive AMC.
- xx. Supply of diesel for operating the cranes is excluded from the scope of contractor. However, Diesel transfer pump, meter, pipe & necessary accessories (to cater the need of transfer of 12 KL Diesel in 2.5 Hours) to be utilized within port premises will be in scope of Contractor.
On completion of CAMC, the same will be the property of Contractor.
- xxi. Calibration of load meter, Timely inspection & arrangement of Certifications (annual thorough inspection, load tests etc.) as per required Safety norms. necessary arrangements of dead load will be in scope of contractor.
- xxii. Timely submission of throughput details after completion of every vessel, as per format provided by EIC.
- xxiii. Assurance of back to back support by OEM with site maintenance team. These activities will be guaranteed for throughout the clock, with set up based within India for timely corrective actions (if required).

- xxiv. Used / unused consumables & spares, defective parts of HMCs will be property of DPA.
- xxv. Housekeeping / cleaning in cranes & allotted yard, proper fencing of yard shall be responsibility of Contractor.
- xxvi. The contractor shall form the service station having compressor, pumps, water tank facility along with necessary tools & tackles to cater the basic in-house maintenance requirements.
- xxvii. Tapping of electrical connections shall be in a safe way provided with proper electrical panel systems.

3.36.5 a. 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.

a. 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.

b. 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.

c. 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.

d. Safety

The Contractor shall be responsible for the safety of all activities on the Site. It is required to sufficient nos. of CCTVs for recording of activities at crane site along with operation.

e. 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.

f. 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.

g. 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.
- h. **No Labour Below 14 Years:** No labour below the age of 14 (fourteen) years shall be employed on the work.

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

- **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.

- **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.

- In addition to registers maintained as mentioned in Clause No. 50 of Section-II, the contractor is required to maintain the following registers:

1. MUSTER FORM XVI
2. REGISTER OF FINES FORM XXI
3. REGISTER OF DEDUCTION FOR DAMAGE OR LOSS FORM XX
4. REGISTER OF WAGES FORM XVII
5. REGISTER OF ACCIDENT, MAJOR ACCIDENT FORM No 29
6. REISTER OF WORKMEN EMPLOYED BY CONTRACTOR FORM13

7. 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.

j. 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.

k. Tools & Tackles:

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

l. Labour License:

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

m. Third Party Inspection for CAMC work :

DPA shall appoint the TPIA who will visit once in a month for monitoring the CAMC 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 CAMC works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

3.36.6 PORT OBLIGATION

- a. On completion of erection work & commissioning of cranes, adequate space for storage of spares, tools & tackles shall be provided by DPA free of cost at convenient location during guarantee period as well as for period of CAMC. However additional accommodation for office purpose, if required, shall be provided on chargeable basis as per approved scale of rates.
- b. Water and electricity power (other than cleaning & operation) will be provided by DEENDAYAL PORT AUTHORITY on chargeable basis. All the arrangement for tapping the source of electricity and water at convenient point shall be made by the contractor.
- c. Cargo handling by these Cranes will be carried out by the Crane drivers / operator of Contractor.
- d. Residential accommodation at Port Colony for maintenance staff of the AMC contractor shall be provided by the DEENDAYAL PORT AUTHORITY, on request and subject to availability of quarter on chargeable basis as per DPA's Terms and conditions.

3.36.7 PAYMENT TERMS FOR OPERATION & CAMC

1. Payment for Operation & CAMC will be in Indian rupees and will be released on satisfactory completion of each quarter subject to submission of required documents like quantity of material handled shift-wise, name/type of material, total number of cycles shift-wise, log books, reports, data, scheduled/preventive/break down maintenance carried out, spare & consumable stock position etc.
2. Contractor is liable to pay all applicable taxes, duties, levies, excluding GST etc. However, for the tax deducted at source under income tax, the TDS certificate will be issued accordingly.

3.36.8 AVAILABILITY OF CRANES

The contractor is responsible for delay in making the Mobile Harbour crane available for operation during any failure / breakdown of crane. During guarantee period of 2 years & CAMC period of 3 years, each crane should be available up to 95% of total hours per month.

3.37 (a) PENALTY

The crane should be available on all the days on i.e 24 Hrs. X 7 days basis except 48 hours for planned / preventive / breakdown maintenance. In case of non availability of crane (s) beyond 48 hours in a month penalty amount at the proportionate rate per hour per crane of monthly operation & CAMC cost will be recovered for non availability of crane(s) for each hour or part thereof.

3.37 (b) Performance norms for Harbour Mobile Cranes (HMCs)

Cargo	Minimum daily crane performance (in MT / day)	Performance Penalty rate (in Rs. / MT)*
Shredded Scrap	7997	5.49
Project Cargo	No performance norm applicable	-
Other bulk cargo	No performance norm applicable	-
Other break bulk cargo	No performance norm applicable	-
Heavy Melting scrap	4032	10.88
Thermal coal	13000	3.10
Salt	14000	2.94
Iron Ore	13800	2.91
Food grains, pet coke, met coke	9005	5.06
Steel coil	10315	4.44
Gypsum, MOP, Fertilizer	11500	3.65
Timber Logs	No performance norm applicable	-

**with escalation as per WPI index*

If above minimum daily crane performance norms is not achieved then, performance penalty shall be applicable for total cargo handled for vessel.

The formula for calculation of Daily crane performance or average berth-day output =

$$\frac{\text{Total quantity loaded / unloaded by HMC} \times 24}{\text{Net time taken by crane for handling of cargo}}$$

Calculation of average berth-day output is to be calculated as illustrated below

Total quantity handled by crane	24298 MT
Gross hours of crane operation	60 hrs.
Net crane operation hours	60 - (total hours of column no. 1 & 2 of Table A)
Average berth day output =	$\frac{\text{Total quantity loaded / unloaded by HMC} \times 24}{60 - (\text{Column. No. 1 \& 2 of Table A})}$

The booking time maintained / verified by Traffic Department shall be considered for

computing Net operating hours in accordance with the following Circular No. EL/AC/2013/1077 dtd. 11/03/2022.

Deendayal Port Authority

Office of the Electrical Division.
Ground Floor,
Port and Customs Building,
New Kandla
Dated: .03.2022.

No. EL/AC/2013/ 1077

CIRCULAR

The Chairman has approved the following Standard Operating Procedure in respect of hiring of mobile harbour cranes of 60 T and 120 T as detailed below for immediate implementation :

- (1) The formula for calculation of average berth-day output :

$$\frac{\text{Total quantity loaded/unloaded by HMC} \times 24}{\text{Net time taken by crane for handling of cargo}}$$

- (2) Calculation of average berth-day output is to be calculated as illustrated below :

Total quantity handled by port cranes	24298 MT
Gross hours of crane operation	60 hrs.
Net crane operation hours	60 - (total hours of column no. 2 of Table A)
$\frac{\text{Total quantity loaded/unloaded by HMC} \times 24}{60 - (\text{Column. No. 2 of Table A})}$	

(3) Standing operating procedure in respect of different department carrying out the cargo handling operation through all types of port cranes	
Traffic Department	Mechanical Engineering Department
Intimation to CME Deptt. for booking of cranes alongwith type of grabs with panel no. of berth before 01 hour of actual requirement after deposit of booking charges and advance payment by port user.	Supply of functioning crane, grabs along with operator.
Recovery of booking charges and advance payment from the port user before intimating to CME Deptt. about the requirement of crane by the port user.	Detailed record of detention for column no. 3 of Table - A under the signature of XEN (M)
Detailed record of detention for column no. 1 and 2 of Table - A under the signature of concerned ATM. (except fueling of crane and delay in posting of staff of CME Deptt.)	Intimation of quantity of cargo based on the load meter of the crane. Stoppage due to fueling of crane. Delay in posting of CME deptt.
Determination of final quantity of the cargo handled by the crane for the purpose of recovery of crane hire charges under the signature of concerned ATM	In case of malfunctioning/non-availability of the load meter, the details of loading/unloading of the cargo manually maintained by CME Deptt. as per para no. 4 under the signature of XEN (M)
	Time consumed for plate setting, if required, at the time of change in hatch.

(4) Booking charges will be adjusted against actual billing or refunded only after submission of Form -16 towards TDS deducted by the port user from the advance payment.

(5) The crane detention is to be considered as detailed below		
TABLE - A		
On Port account	On Port users account	On crane operator account, if it is out sourced
1	2	3
Shifting of vessel due to port convenience as defined in the Scale of Rates	Stoppage of work due to non evacuation/dumping of cargo from berth	Initial plate setting time
	Stoppage of work due to non availability of cargo for handling	Grab change time
	Collection of scattered cargo at berth/hatch	Break down time
	Shifting of vessel from one berth to another berth which is not at port convenience but on vessel owner/agent account	Crane operator change time for any reason.
		Initial travelling time of crane as crane is operated by the contractor
Due to weather constraint as declared by DPT	Draft survey of vessel	Travelling time of crane when crane is to be replaced due to break down which is attributable to crane operator when the crane operator is also looking after AMC.
Due to fuel filling in cranes	Stoppage of operation by user due to any reason not attributable to DPT/crane operator.	
Due to any written instruction for stoppage of crane operation by DPT	For change in hatches, the time taken for shifting of cranes.	
Delay in posting of DPT staff	Delay due to any operational issue in vessel	
Time consumed for plate setting, if required, at the time of change in hatch.	Change in required location of crane after initial booking intimation.	
Note: In case the crane is operated by the employees of DPT, the event of detention mentioned at column 3 will be on DPT account. The event will be time to time updated by DPT.		

(6) The Berth-day output of the port crane will be ascertained on the basis of the quantity recorded by the crane load meter. In case of reported malfunctioning/non-availability of the crane load meter as declared by XEN (M), the details of loading/unloading of the cargo will be manually maintained by CME deptt. And it will be considered for the limited purpose of determining quantity of cargo handled by the respective crane for levying crane hire charges. In such cases, the quantity of cargo manually maintained by CME Deptt, is varying from IGM (in case of import) and Mate receipt (in case of export) issued by the Master of Vessel, the higher

Contd...

From pre-page

quantity of the cargo will be considered for limited purpose of bill for crane hire charges. Moreover, in order to ascertain the correctness of loading figure of DPT crane, ship surveyor report is to be referred in case of exclusive engagement of DPT crane.

Authority:

Approved by the Chairman vide note no. 6 dated 08.03.2022

In file no. EL/AC/2013.

Deendayal Port Authority

TM/CDC Section/Cost Section/HM Office

Cargo handling volume shall be determined by the software generated data by standard calibrated Load meters of HMCs.

Illustration for application of Performance Penalty rate:

Total cargo handled by HMC	=	24298	MT
Cargo / Commodity	=	Salt	
Gross hours of booking	=	60	Hours
Detention on account of DPA	=	0.50	Hours
Detention on account of Stevedore	=	3	Hours
Detention on account of crane operator	=	0.50	Hours
Net Operating hours	=	60 – 3 – 0.50	
	=	56.5	Hours
Average berth day output / Daily crane performance =		24298 * 24 / 56.5	
	=	10,321.27	MT / Day
Is performance Penalty applicable?	=	Yes	
(Since average berth day out put is lesser than minimum crane performance norm)			
Performance Penalty rate for Salt	=	2.94	Rs. / MT
Total amount of Performance Penalty	=	10,321.27 * 2.94	
	=	30,344.53	Rs.

3.38 SPECIAL CONDITIONS OF CAMC CONTRACT

- a. The contractor is liable to carry out all maintenance work including any failure/break down during operation with immediate intimation to the Engineer In charge of DPA and make the crane ready for operation expeditiously by keeping all the maintenance staff round the clock. The surface preparation & painting shall be done by the Contractor wherever rusted.
- b. No telephone communication etc will be provided by the DEENDAYAL PORT AUTHORITY. Contractor has to arrange their own.
- c. No vehicles / conveyances will be arranged for the maintenance staff/officials of contractors by the DPA, Contractors has to arrange a vehicle for his staff at his cost.
- d. All other condition of the Contract shall be as per GCC to be read with SCC.

3.39 DISPUTES

In the event of the two parties not agreeing on the repairs necessary, the question will be treated as a dispute and will be referred to a classification society such as LRS/IRS/Bureau Varitas and their decision shall be final and mandatory on the parties. The cost towards such expenses shall be borne by the Contractor as well as the Employer half each.

3.40. INSURANCE

- I. The contractor shall be responsible to insure all his assets at site against damages including break downs, theft etc.
- II. No claim / compensation whatsoever will be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff / officials. Contractor has to have his own arrangement of insurance for their staff and property at their own.

3.41 TERMINATION OF CONTRACT

Incase of the performance of the contractor is not found satisfactory; DPA reserves the right to terminate the AMC with one month notice. In such event B.G of the Contractor shall be forfeited by the Employer.

3.42 TAKING OVER ON COMPLETION OF CAMC

Six months prior to the closure of CAMC of three years after the guarantee period of Two years, the owner and the contractor along with third party shall meet to undertake upfront inspection to access the condition of the cranes and the repairs necessary to bring them to satisfactory working condition. The CAMC contractor shall carry out all the repairs necessary for this purpose at his cost.

4.0 DRAWINGS.

The drawing of jetty layout will be submitted during Pre-bid meeting if required.

5.0 THIRD PARTY INSPECTION AND TESTS

The Contractor will appoint at his own cost a Third Party after approval of DPA for carrying out inspection and test and also for certifying the crane is built of proven design and to the standards mentioned in the tender or otherwise. They will also certify each stage payment after their certification only, the payment will be released.

- 5.1 All tests shall be carried out in the presence of the Engineer In-charge or representative and any corrections found necessary shall be carried out accordingly. The contractor shall be responsible for obtaining the services of sub-contractor (as and when necessary).

The tests shall include operational and capacity tests. The date for operational and capacity test shall be set by the Contractor and after consent of Engineer In-charge. Engineer In-charge shall be informed of the date in advance. The contractor shall be responsible for any adjustments or corrections found necessary during these tests.

- 5.2 The contractor shall demonstrate that the crane is able to meet the duty cycle requirement specified herein without any undue strain and vibration. It shall be able to achieve the speed of various motions as assumed for duty cycle calculation by the contractor. The test for duty cycle shall be carried out on minimum ten containers in succession and time taken for each cycle shall be noted. Such test, as described above, shall be repeated three times and mean time of all the cycle times will be used to arrive at the achievable duty cycle per hour.
- 5.3 All brakes shall be tested with 10% overload of the crane. In addition, each brake for the hoisting and trolley motions shall be tested under full load from the associated maximum rated working speed to rest, not less than three times in quick succession.
- 5.4 All limit switches and safety apparatus for hoisting, trolley and long travel drives shall be tested and adjusted as required.
- 5.5 All the 'Off' position interlocks and switches on the controllers shall be tested.
- 5.6 A) Test for verification of time-current characteristics of all thermal overload relays, over current relay and over current and short circuit release on moulded case circuit breakers; air circuit breakers etc., as applicable.
- B) All circuits and equipments shall be tested by the contractor for grounds, short circuits and proper operation.
- 5.7 The contractor shall supply a certified record of the test figures along with the appropriate certificates of tests and inspection under the dock safety requirements.
- 5.8 Contractor has to furnish the certificates issued by a reputed recognized institute for the electrical systems installed on each crane at the time of handing over of the crane at site.
- 5.9 When the crane is completed in all respects and adjustments and testing are over, final operational tests at rated capacities shall be carried out by the Employer's operators in the presence of the Engineer In-charge or representative, and if accepted, the cranes shall be handed over to the DPA when the final operational tests at rated capacities will be successfully completed.
- 5.10 The contractor shall during the period of commissioning instruct the Employer's staff in the operation of the equipment and acquaint them

with adjustments that are made. The Employer's staff shall be give reasonable opportunity to become conversant with the operating features of the equipments.

- 5.11 All materials and equipments, which fail during the test, shall be replaced by the contractor without any extra cost to the Employer and the test shall be repeated on the new equipment/item. All instruments and tools required for tests shall be supplied by the contractor.
- 5.12 The crane shall be comfortable to drive not only in the layout of the cab but also in its overall performance.
- 5.13 Endurance Test - Contractor has to give Endurance Test for 24 hrs, Continuous operation without any failure in three phases of 8 hrs. Before handing over the crane to Employer.
- 5.14 The Third Party inspection agency appointed by the Contractor for the manufacturers of the cranes shall carry out checking identification of materials, inspection and testing of sub-assemblies, stage inspections, load trial etc. The bidder has to comply with all the requirement of the inspection agency within reasonable time frame, as regards to sufficiency of design parameters. The data and design details along with relevant drawings considered for components of the crane under execution is required to be furnished by the bidder to the third party inspection agency as per QAP (Quality Assurance Plan) submitted by the bidder and approved by TPI well in advance of commencement of the awarded work.
- 5.15 The whole of the work and materials included in this contract at the stages of manufacture shall be accessible for inspection and testing by the authorized representative/agency of the Employer and in such manner at such places and time, and by such methods as Representative /agency may direct. The contractor shall also supply all machinery, appliances, materials and labour for such tests.
- 5.16 All the sub-system and any part of sub-system shall be put to inspection at the contractor's works before dispatch and all the relevant tests shall be carried out in presence of inspection agency as provided in the contract. Test formats shall be furnished by the manufacturer of the crane well in advance to the Employer.
- 5.17 In case of bought out items, all the tests confirming to the manufacturer test chart shall be reported to the satisfaction of the Employer/ Inspection Agency. Blank test charts of the proposed tests for the sub-assemblies/parts shall be submitted in advance to the Employer.

5.18 Without limiting the foregoing provisions, the contractor shall test, if required by the Employer/Inspection Agency, steel and iron works at the manufacturer's works, and the ropes and electrical equipments at the maker's works and where applicable, by the test mentioned in the relevant approved specifications.

5.19 SCOPE OF INSPECTION

The following is the scope of inspection under the third party, who would be appointed by the contractor at his cost after the approval of Employer.

- i. Approval of drawings to ensure compliance to the stipulated National, International Code or Specifications and complying with DPA specifications.
- ii. Material verification with mill test certificate witnessing physical tests on specimens for representing critical parts submitted item – wise such as wire rope, hooks, sheaves, swivels, terminal attachment etc witnessing proof load test of hook and bottom blocks.
- iii. Approval of welding procedures and welders qualifications tests in accordance with approved QAP.
- iv. Ensuring radiographic standards and other NDT requirements such as ultrasonic, magnaflux etc are met with as per the relevant codes. Also fatigue analysis for structural as well as all critical items as specified in Sr. No. 2 above.
- v. Ensuring heat treatment, wherever relevant is carried out as required by the code.
- vi. General examination during and on completion of fabrication and machining of main structural steel work to ensure good workmanship and compliance to approved QAP.
- vii. Examination of all critical items and their assembly together with main items of electrical equipment, including control and protection panels, brake thrusters, limit switches, controllers, wiring etc. Verification of electric motors against manufacturers works test certificates to ensure compliance to specifications.
- viii. Final inspections on completion of manufacture and shop assembly, including verification of principal dimensions. All prescribed load, overload tests and functional tests of the drive, hoisting and all the

mechanisms, mechanical apparatus and electrical equipment to be witnessed.

- ix. All correspondence/communication between the inspection agency and the contractor shall be copied to Employer including drawings.
- x. Every month, the inspection agency shall send an updated progress report in the form of time bar chart/CPM chart that was originally furnished by the contractor.
- xi. Witnessing assembly and erection at site in Kandla, together with load and functional tests.
- xii. Final Stamping and Certification of the cranes.
- xiii. All sub-assemblies viz. load taking units, motors, gear reducers etc shall be cleared by the inspection agency and Test Certificates countersigned, duly establishing the fact that the sub-assemblies comply with respective standard specified.
- xiv. The list of test and format will be submitted to DPA by the manufacturer. The complete crane will be tested as per FEM / BS / DIN Standards at factory and the test reports will be submitted to DPA for review.
- xv. All parameter tests including overload test as well as test under statutory requirement will be done at Kandla after arrival and in presence of Employer's Engineers.

6.0 EXCEPTIONS AND DEVIATIONS

As pointed out in the tender call notice, bidders may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr.	Page no. of bid document	Clause no. of bid document	Subject deviation with reasons

Note: however, the bidders may note that, in the event of un-acceptable deviations, if any, the bid shall be liable for rejection. Bidders is discouraged to deviate from bid condition, specifications, delivery schedules, commercial terms as per the tender document,

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

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

**Signature & Seal
of Contractor**

**Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY**

SECTION – VI
GENERAL CONDITION OF CONTRACT

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Section VI.

General Conditions of Contract

1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

- (a) "Employer" means the Board of DEENDAYAL PORT AUTHORITY" or its representative "Chief Mechanical Engineer" or any other person or firm nominated by the employer or as specified in SCC.
- (b) "Contract" means the Contract Agreement entered into between the Employer and the Contractor together with the Contract Documents referred to therein, including all attachments, appendices and all documents incorporated by reference therein.
- (c) "Contractor" means the natural person, private or Government entity, or a combination of the above, whose Tender to perform the Contract has been accepted by the Employer and is named as such in the Contract Agreement or his representative who is duly authorized to deal with the contract.
- (d) "Contract Documents" means the documents listed in the Contract Agreement, including any amendments thereto.
- (e) "Contract Price" means the price payable to the Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deduction there from, as may be made pursuant to the Contract.
- (f) "Day" means calendar day.
- (g) "Completion" means the fulfillment of the supply of Goods and Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
- (h) "Commercial Use" means use of Goods, which the contractor contemplates or of which it is commercially capable after enacting at Project site.
- (i) "GCC" mean the General Conditions of Contract.

- (j) "Goods" means all of the commodities, raw material, machinery and equipment, and/or other materials that the Contractor is required to supply to the Employer under the Contract.
- (k) "Employer's Country" is INDIA.
- (l) "Tender" means the offer of the Contractor along with all other relevant documents as referred to in the Contract.
- (m) "Related Services" means the services incidental to the supply of the goods, such as insurance, installation, training and maintenance and other such obligation of the Contractor under the contract.
- (n) "SCC" means the Special Condition of Contract.
- (o) "Subcontractor" means any natural person, private or government entity, or a combination of the above, to whom any part of the goods to be supplied or execution of any part of related services is subcontracted by the Contractor under intimation to the Employer.
- (p) "The project site" where applicable means the place named in the SCC and in pursuant to ITT clause 14.6 a (iii) and 14.6 b (ii).
- (q) "Engineer In Charge" means Employee of Employer or any other person or firm, nominated by the Employer or as specified in SCC.

2. Contract Documents

- 2.1 Subject to the order of precedence set forth in the Contract Agreement all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The contract agreement shall be read as a whole.

3. Fraud and Corruption.

- 3.1 The Employer as well as Tenderer, Contractor, Sub-Contractor and Consultants observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the Employer:

- (a) Defines, for the purpose of this provision the terms set forth below as follows:
 - (i) "Corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly 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 or omission of facts in order to influence a procurement process or the execution of a contract;
 - a. "Collusive practice" means a scheme or arrangement between two or more tenderers designed to establish Tender prices at artificial non competitive levels and;
 - b. "Coercive practice" means harming or threatening to harm directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract;
- (b) Will black list a firm or individual, including declaring them ineligible either indefinitely or for a stated period of time to be awarded, if it at any time determines that they have, directly or through an agent engaged in corrupt, fraudulent, collusive or coercive practice in competing for, or executing and;
- (c) Will have the right to enquire that Contractor to permit the Employer to inspect their account and records and other documents relating to the Tender submission and contract performance.

4. Interpretation

4.1 If the context so requires it, singular means plural and vice versa.

4.2 Inco-terms. **(NOT APPLICABLE)**

- (a) Unless inconsistency with any provision of the Contract, the meaning of any trade term and the rights and obligations of parties there under shall be as prescribed by incoterms as specified in SCC.
- (b) The terms EXW, FOB, CIF and other similar terms, when used shall be governed by the rules prescribed in the current edition of

Incoterms specified in the SCC and published by the International Chamber of Commerce in Paris, France.

4.3 Entire Agreement

The Contract constitutes the entire agreement between the Employer and the Contractor and supersedes all communication, negotiations and agreements (whether written or oral) or the parties with respect thereto made prior to the date of contract.

4.4 Amendment

No amendment or other variation of the Contract shall be valid unless it is in writing, is dated, expressly refers to the Contract, and is signed by a duly authorized representative of each party thereto.

4.5 Non waiver

- (a) Subject to GCC sub-clause 4.5(b) below, no relaxation, forbearance, delay or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice affect or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of contract.
- (b) Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative or the party granting such waiver, and must specify the right and the extent to which it is being waived.

4.6 Severability

If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions and conditions of the contract.

4.7 Employer's Lien

The Employer shall have lien on and over all or any money that may become due and payable to the contractor under those present and/or also on and over Performance Guarantee lodged under this contract which may become payable to the Contractor under the condition on that behalf herein contained for or in respect of any money of any set

of all or any of these moneys or Performance Guarantee against any debit or sum that may become due and payable to the Employer by the Contractor either alone or jointly with another or other and either under this or under any other contracts or transactions of any nature whatsoever between the Employer and the Contractor.

4.8 Execution

The Contractor/contractors shall and will in consideration of the payment to be made to him/them as hereinafter provided construct, execute and do the works described in the specifications and in the manner and upon the terms set forth in the specification and in the manner and in accordance with the drawing at the respective rates entered in the Price Schedule in accordance with such other drawings and instructions as may pursuant to the provisions hereinafter contained from time to time be pointed out, furnished and given to him/them by the Employer and/or the Engineer and under the subject to the terms, stipulations and provisions of Contract.

5. Language

5.1 The Contract as well as all correspondence and documents relating to the contract exchanged by the Contractor and the Employer, shall be written in "ENGLISH". Supporting documents and printed literature that are part of the contract may be in another language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract this translation shall govern.

5.2 The contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translations, for documents provided by the Contractor.

6. Joint Venture, Consortium or Association (NOT APPLICABLE)

6.1 If the Contractor is a joint venture, consortium or association, all of the parties shall be jointly and severally liable to the Employer for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture consortium or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Employer.

7. Eligibility

- 7.1 A contractor or subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted incorporated or registered and operates in conformity with the provisions of the laws of that country.

8. Notices

- 8.1 Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term "in writing" means communicated in written form with proof of receipt.
- 8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

9. Governing Law

- 9.1 The contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.

9.2 Dock Safety

For the work carried out within dock area in the vicinity of any wharf or quay, the contractors shall abide by all the provisions of the Dock Workers (Safety, Health & Welfare) Regulations 1990.

9.3 Labour/Minimum wages

- (a) The Contractor or his sub-contractor shall not employ a young child who has not completed his fifteen year of age. He/they shall also not employ an adolescent who has not completed his eighteenth year unless he is certified fit for the work as an adult as prescribed under Clause (b) of subsection (2) of section 69 of the Factories Act.1948.
- (b) The Contractor or his sub-contractor shall also see that all the provisions set forth under the Minimum wages Act as amended from time to time are fully complied with by him/them and shall maintain necessary registers and records for payment of wages, overtime etc. made to his/their workmen as required by the Conciliation Officer (Central), Ministry of Labour, Government of India or such authorized persons appointed by Central or State Government.

- (c) The contractor/contractors shall also see that the provisions regarding employment of young persons covered by the Employment of Children Act, 1938 and the Factories Act, 1948 as amended from time to time shall be fully complied with.
- (d) Notwithstanding anything herein contained the contractor shall comply with all of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.
- (e) The rates quoted by the contractor in the Price Schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provisions of the above Acts.
- (f) In pursuant of Section 21 of the above Act and Rule 25(2) (V) (A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by the Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer's Schedule shall not be less than those specified in the Schedule of "Fair Wages".
- (g) The contractor shall make his own arrangements for the engagement of all labour.
- (h) The contractor shall also comply fully with the provisions of the payment of Wages Act, 1936.
- (i) If any enhancement in the rates of Wages becomes payable as a result of the implementation of the Chief Labour Commissioner's interpretation of the Contract Labour (Regulation and Abolitions) Central Rules 1971 including an increase of the Wages, the same shall be borne by the contractor/contractors. The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions/precautions.
- (j) The Contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical returns of labour employed by him and wages paid, to the Employer's representative.

9.4 Fair wages:

- (a) The contractor shall pay the labours engaged by him on the work not less than fair wages which expression shall mean whether for time or piece work the respective rates of wages as fixed by the Central Public Works Department as Fair Wages payable to the different categories of labourers. However, subject to the other provisions of any other law for the time being in force in the country, the minimum rates of wages for any person/persons below 18 years of age and for disabled persons are 70% respectively of the rates payable to adult workers of the appropriate category.
- (b) The Contractor shall notwithstanding the provision of any contract to the contrary cause to be paid in fair wages to the labourers directly engaged on the works including any labour engaged by the subcontractor in connection with the said work, as if the labourer had been immediately employed by him.
- (c) Display of notices regarding wages etc.,

The Contractor shall before he commences his work of contract, display and correctly maintain and continue to display and correctly maintain in a clean and legible condition at conspicuous places on the work site, notices in English and in the local Indian language spoken by the majority of the workers stating therein the rates of wages which have been fixed as fair wages and the hours of work for which such wages are earned and send a copy of such notices to the Employer.

- (d) Wages book and wage slips.
The contractor shall maintain:

X) A wage book of each worker in such forms as may be convenient but the same shall include the following particulars:-

- i) Rate of daily or monthly wages,
- ii) Nature of work on which employed,
- iii) Total No. of days worked during each wage period.
- iv) Total amount payable for the work during each wage period.
- v) All deductions made from the wages with an indication in each case of the ground for which the deductions are made.
- vi) Wages actually paid for each wages period.

Y) A wage slip for each worker employed on work provided that the Employer may grant exemption from the maintenance of the wage slip,

if in his opinion not more than 19 persons are likely to be employed directly or indirectly on the work but in any case he will have to maintain wage books as specified in Clause.

(e) Preservation of books and slips

The wage book and the wage slips shall be preserved for a period of not less than 12 months after the date of last entry made in it.

(f) Inspection of books and slips

The contractor shall allow inspection of the aforesaid wage books and wage slips to any of his workers or to an agent at a convenient time and place after due notice is received to the Employer or any other person authorized by him on his behalf.

(g) Powers of the Employer to make investigation/enquiries.

The Employer or any other persons authorized by him on his behalf shall have powers to make enquiries with a view to ascertaining the enforcement due and proper observance of the "Fair Wages Clause". He shall also have the power to investigate into any complaint regarding any default made by the contractor or subcontractor in regard to such provision.

The Employer shall have the right to deduct from the money due to the contractor any sum required or estimated to be required for making good the loss suffered by a worker or workers by reason of non-payment of aforesaid fair wages, except on account of any deductions that may be permissible under any law for the time being in force.

(h) Representation of parties

(a) A worker shall be entitled to be represented in any investigation or enquiry under this clause by:

(i) An officer of registered trade Unions of which he is a member.

(ii) Any officer of Federation of Trade Union to the Trade union referred to in the previous sub-clause is affiliated.

(iii) Where the worker is not a member of any Registered Trade Union, or of any approved trade union by an officer of a registered trade union connected with industry in which the worker is employed.

- (b) An Employer shall be entitled to be represented in any investigation or enquiry under these regulations by an officer of an Association of Employer of which he is a member.
- (c) No party shall be entitled to be represented by a legal practitioner in any investigation or enquiry under these regulations.

9.5 Workmen compensation

The contractor shall indemnify the Employer in the event of the DPA or its members of Board being held liable to pay compensation for injury to any of the contractor's servants or workmen under the Indian Workmen's Compensation Act 1923 as amended from time to time and shall take out an insurance Policy covering all risks under the Act and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the Employer on demand whenever so required.

10 Settlement of Disputes

- 10.1 The Employer and the Contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with Contract.
- 10.2 If, after twenty –eight (28) days the parties have failed to resolve their disputes or differences by such mutual consultation, then either the Employer or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract. Arbitration proceeding shall be conducted in accordance with the rules procedure specified in the SCC.
- 10.3 Notwithstanding any reference to arbitration herein.
 - (a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
 - (b) The Employer shall pay the Contractor any amount due the contractor.

11 Scope of Supply

- 11.1 The goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.

12 Delivery and Documents

- 12.1 Subject to GCC sub-clause 32.1 the Delivery of the Goods and Completion of Related Services shall be in accordance with the Delivery and Completion schedule specified in the schedule of Requirements. The details of shipping and other documents to be furnished by the Contractor are specified in the SCC to the address specified in accordance with GCC clause 8.1. The Goods and related services shall be delivered to the Project site in accordance with ITT clause 14.6.

13. Contractor's Responsibilities.

- 13.1 The contractor shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 11, and the Delivery and Completion Schedule as per GCC Clause 12.

13.2 Phasing of work:

The contractor will be required to furnish a phased programme of the work as to how he intends to complete the work to the Employer immediately on receipt of the work order and to proceed with the preliminary preparations. The contractor shall indicate separate definite times for completion of various parts of the work. He will be required to adhere to such programme so as to complete the entire work within the stipulated completion period. Within fifteen days from the receipt of acceptance of offer letter, the successful tenderer/contractor shall submit a detailed computerized squared network chart (PERT/CPM Chart) with month wise milestone indicating clearly the physical and financial progress of the work free of cost to the Employer. The Employer will monitor the progress of work in accordance with the chart so submitted. Should there be any sort of delay attributed to any reason whether on part of the Employer or on the Contractor, the Contractor shall make available a revised squared Network Chart PERT/CPM with original actual scheduled dates and fresh revised dates separately for each milestone as and when requested by the Employer, free of cost. This arrangement will continue till the deliveries, erection and commissioning are enacted and the contract work completed. The PERT/CPM chart should be computerized and easily reproducible/modified. The soft copy of the PERT/CPM network should

also be made available to the Employer free of cost along with the prints of the chart.

14. Contract Price.

- 14.1 Prices charged by the Contractor for the Goods supplied and the Related Services performed under the Contract shall not vary from the price quoted by the Contractor in its Tender, with the exception of any price adjustments authorized in the SCC.
- 14.2 Variation in the rates of other materials and labour will not be entertained.

15. Terms of Payment

- 15.1 The Contract Price shall be paid as specified in the SCC.
- 15.2 The contractor's request for payment shall be made to the Employer in writing, accompanied by invoices describing, as appropriate, the goods delivered and Related Services performed and by the documents submitted pursuant to GCC Clause 12 and upon fulfillment of all other obligations stipulated in the Contract.
- 15.3 Payment shall be made promptly by the Employer, but in no case later than Twenty Eight (28) days after submission of an invoice and other relevant documents/certificates and on request for payment by the contractor and after the Employer has accepted it.
- 15.4 The currencies in which payments shall be made to the Contractor under this Contract shall be those in which the Tender price is expressed. The Tenderer shall indicate in the Tender any foreign exchange commitment involved in his offer. Any cost towards transfer of contractual payment to be made by DEENDAYAL PORT AUTHORITY to the Contractor will be borne by the Contractor.
- 15.5 The contractor shall note that no interest be payable by the Employer on Retention Money or for any Delayed Payments unless otherwise stipulated in SCC.
- 15.6 According to the provisions of the income Tax Act, as amended by Section 28 of Finance bill, 1972, an amount equal to 2% of the sum payable and surcharge 10% thereon or any rate as applicable as per tax laws as on the date of payment, under the contract will be deducted from each bill as Income Tax on income comprised therein or at the time of payment thereon in cash or by issue of cheque or demand draft

or by any other mode, whichever is earlier. For the purpose of this deduction gross amount of the bill after deduction only amount of rebate for prompt payment, if any, will be taken into account. The amount on which the tax is to be deducted will be rounded off to the nearest multiple of ten rupees and any paise included in the amount will be ignored and if the last figure in the amount is less than five rupees it will be reduced to next lower amount which will be multiple of ten. But if the last figure in the amount is five rupees or more the amount will be multiple of ten. The amount of tax will be rounded off to the nearest rupees and fifty paise will be ignored. Any stipulation by the tenderer that income tax so deductible from the bill should be borne by the Employer will result in the summary rejection of his tender.

- 15.7 Further an amount equal to 2% of the income tax and surcharge thereon will be deducted towards education cess from each bill. These percentages towards TDS are subjected to change as per the Policies of Government India. The actual percentage shall be used at the time of payment of contractor's bill.
- 15.8 No payment of any bills or any advance will be made till the stamped Acceptance Letter/the Contract Agreement is executed and the PERT/CPM chart indicating various activities, events, months wise milestones, scheduled contractual completion periods for each activity is furnished.
- 15.9 If applicable, The Gujarat Value added Tax, TDS shall be deducted @ 0.60% or 2% as per applicability of contract on the total gross work order amount of Rs.1 (One) Crore or above. No Labour Charges or other charges can be deducted from the contract bills and TDS is to be deducted on the gross contract bill amount. Due to increase /excess of amount arises subsequently and total amount becomes more than Rs.1 Crore than the VAT shall be deducted on the entire total amount of works TDS shall be recovered on full amount. **(NOT APPLICABLE)**

16. Taxes and Duties.

- 16.1 For goods manufactured outside India, the contractor shall be entirely responsible for all taxes, stamp duties license fees and other such levies imposed outside India.
- 16.2 For goods Manufactured within India, the Contractor shall be entirely responsible for all taxes, duties, license, fees etc. (but excluding GST), incurred until delivery of the contracted Goods to the Employer at project site.

- 16.3 If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall use its best effort to enable the contractor to benefit from any such tax savings to the maximum allowable extent but not mandatory on the part of Employer and as specified in SCC. If any tax exemptions, reductions, allowances or privileges may be available to the Contractor in India, the Employer shall have a claim on such exemptions. The Contractor shall quote his price by considering all such exemptions.
- 16.4 The final rates required to be quoted by the Tenderer against each item should include Octroi, Customs Duty or any other such Duty or tax (but excluding GST) which is payable by the Tenderer. GST shall be shown separately in the column spaces provided. In case of Tenderer who do not show the amount of GST separately as required under the Tender it will be the liability of the Tenderer to pay the tax or amount which may become payable due to this Contract unless stipulated otherwise. This amount shall be recovered from the Contractor and if they fail to pay the same the Employer shall have the right to recover the same from the Contractor's bill and/or deposit.
- 16.5 **GST:** Rate to be quoted excluding GST. However, GST element shall not be considered for evaluation of bid price.
Service provider is liable to pay GST and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of Goods and Service tax. Service provider shall be held liable for any monetary or non-monetary consequences on account of non-remittance of GST to central government. The port shall make payment for invoice value as per admissibility to service provider within 3 (Three) months from the date of invoice.

17. Performance Guarantee.

- 17.1 As specified in the SCC, the Contractor shall within twenty eight (28) days of the notification of contract award, provide a Performance Guarantee for the performance of the Contract in the amount specified in the SCC.
- 17.2 The proceeds of the Performance Guarantee shall be payable to the Employer as compensation for any loss resulting from the Contractor's failure to complete its obligations under the Contract.
- 17.3 As specified in the SCC, the Performance Guarantee if required, shall be denominated in the Currency(ies) of the Contract, or in a freely convertible currency acceptable to the Employer and shall be in one of

the format stipulated by the Employer; in the SCC or in another format acceptable to the Employer.

- 17.4 The Performance Security shall be discharged by the Employer and returned to the contractor not later than Fourteen (14) days following the date of Completion of the Contractor's Performance obligations under the Contract, including any guarantee obligations, unless specified otherwise in the SCC.

18. Copyright.

- 18.1 The copyright in all drawings, documents, and other materials containing data and information furnished to the Employer by the Contractor herein shall remain vested in the Contractor, or, if they are furnished to the Employer directly or through the Contractor by any third party, including Contractors of materials, the copyright in such material shall remain vested in such third party.

19. Confidential Information

- 19.1 The Employer and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to during or following completion or termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor such documents, data, and other information it receives from the Employer to the extent required for the Subcontractor to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Contractor under GCC Clause 19.
- 19.2 The Employer shall not use such documents data and other information received from the Contractor for any purpose unrelated to the contract. Similarly, the Contractor shall not use such documents, data, and other information received from the Employer for any purpose other than the performance of the Contract.
- 19.3 The obligation of a party under GCC Sub-Clause 19.1 and 19.2 above, however, shall not apply to information that:
- (a) Now or hereafter enters the public domain through no fault of that party;

- (b) Can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly from the other party ; or
- (c) Otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality

19.4 The above provisions of GCC Clause 19 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.

19.5 The provision of GCC Clause 19 shall survive completion or termination, for whatever reason, of the contract.

20. Subcontracting (NOT APPLICABLE)

20.1 The Contractor shall notify the Employer in writing of all subcontracts awarded under the Contract if not already specified in the Tender. Such notification, in the original Tender or later shall not relieve the Contractor from any of its obligation, duties, responsibilities or liabilities under the Contract.

20.2 Subcontracts shall comply with the provisions of GCC Clauses 3, 7 and 19.

21. Specifications and Standards

21.1 Technical specifications and Drawings.

- (a) The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section V, Schedule of Requirement and when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standard whose application is appropriate to the Goods country of origin.
- (b) The contractor shall be entitled to disclaim responsibility for any design, data, drawing, specification or other documents or any modification thereof provided or designed by or on behalf of the Employer, by giving a notice of such disclaimer to the Employer.
- (c) Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During

Contract execution, any changes in any such codes and standards shall be applied only after approval by the Employer and shall be treated in accordance with GCC Clause 32.

- 21.2 In case the contractor fail to Supply the said materials as herein provided or in case he/they shall fail to replace any parts of any material that may be rejected as herein provided with other of approved quantity within two weeks from the date of such rejection, the Engineer shall be at liberty forthwith to procure and obtain the same in the open market and the cost thereof and all expenses thereby incurred shall be charged to the Contractor or the Engineer may fix such other subsequent date or dates as he may think fit by which the delivery of the said material shall be completed. If the rejected materials be not forthwith removed, the Engineer shall be at liberty to charge ground rent for such time as the material shall lie on the site to lift the materials and keep a watchmen at night or remove the material to less inconvenient site (charging rent for new site) and all expenses thereby incurred in connection with the rejected materials shall be charged to the contractors.

Explanation: the work "all expenses thereby incurred" shall include minimum charge of seven and a half (7 ½) percent in all cases of default which may be raised to a maximum of 15% in special cases at the discretion of the Engineer.

- 21.3 If during the progress of the work, the Employer and/or the Engineer shall decide and notify in writing to the Contractor that Contractor has executed any unsound or imperfect work, or has supplied anything inferior in quality to that specified, the deficiencies shall at his own expenses, within seven days of his receiving the notice or otherwise within such time as may be reasonably necessary for making it good, proceed to alter, reconstruct or remove such work or supply fresh materials up to the standard of the specifications.
- 21.4 The specifications and drawings are to be considered as explanatory to each other and should any thing appear in the one that is not described in the other no advantage shall be taken of any such omission. Should any discrepancies or inconsistencies, however, appear or should any misunderstanding arise as to the meaning and import of these specifications or drawings or as to the dimensions or the quality of the materials or due to proper execution of the work as to the measurements or quality and valuation of the works executed under this contract or as extras thereupon the same shall be explained by the Employer and/or his representative whose explanation shall be final and binding upon the Contractor/Contractors who shall execute the work

according to such explanations and also to liaise with the inspecting agency at the manufacturing site and point of delivery site and without extra charge or deduction to or from the price specified in price schedule and shall also do all such works and things as may be necessary for the proper completion of works as implied by the specifications and drawings even though such works and things are not specifically shown and described therein. The Tenderer should visit the site and make themselves thoroughly acquainted with the nature and requirement of work before finalizing the design and detailed Engineering.

22. Packing and Documents.

- 22.1 The Contractor shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitations, rough handling and exposure to extreme temperature, salt and precipitation, and open storage. Packing case size and weight shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handling facilities at all points in transit.
- 22.2 The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, If any, specified in the SCC, and in any other instructions ordered by the Employer.
- 22.3 All works required by the Employer and/or the Engineer to be packed or protected for transportation to India, shall be securely placed and protected by the contractor, Packing cases shall be of a size convenient for shipment and cases containing easily damageable article shall be bind as specified. The contractor will be held responsible for the inefficiency of the packing and protections.
 - (a) The cases, crates and packages shall be permanently branded, not painted with the shipping marks. The markings shall be carried out with a view to the mark remaining un-obliterated when the consignment reaches destination but as a further precaution, a reproduction, of the shipping marks shall be placed inside each case, crate and packages.
 - (b) Packages or bundles which cannot be permanently branded shall have metal label, with the above particulars stamped or attached to them by strong wire.

23. Insurance

- 23.1 Unless otherwise specified in the SCC, the goods supplied under the contract shall be insured fully against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable incoterms or in the manner specified in the SCC.
- 23.2 The contractor shall insure with the General Insurance Corporation of India or any other Insurance Company approved by IRDA or its branches in appropriate foreign currency, if any, subject to the conditions that the premium will be payable to the Corporation in Rupees, such materials, tools, plants and things ordered from the work till they are delivered at site and then those for the works may for the time being on site and shall keep them insured in his own name and that of the Employer against destruction or damage by accident, fire, flood and tempests for the full value of such materials, plants, and things until the same to be taken over by the Employer under GCC Clause 25 and he shall from time to time, when so, required by the Employer produce the policy and receipt for the premium. All money received under any such policies shall be applied in or towards the reconstruction or preparation of the materials, plant and things destroyed or damaged, but this provision shall not affect the contractor's liabilities under contract.

24. Transportation

- 24.1 Unless otherwise specified in the SCC, responsibility for arranging transportation of the Goods shall be in accordance with the specified Incoterms.
- 24.2 All the material to be imported shall be shipped in Indian ships only; if this involves undue delay then foreign ships may be used with prior consent of the Employer.

25. Inspections, Tests, Taking over and Commissioning.

- 25.1 The contractor shall, its own expenses and at no cost to the Employer carry out all such tests and /or inspections of the Goods and Related services as are specified in the SCC.
- 25.2 The inspection and tests may be conducted on the premises of the Contractor or its Subcontractor, at point of delivery, and/or at the Goods final destination, or in another place in India as specified in the

SCC. Subject to GCC Sub-Clause 25.3, if conducted on the premises of the Contractor or its subcontractor all reasonable facilities and assistance including access to drawings and production data shall be furnished to the inspectors at no charge to the Employer.

- 25.3 The Employer or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub Clause 25.2, provided that the Employer bear all of its own costs and expenses incurred in connection with such attendance including, but not limited, to all traveling and board and lodging expenses or otherwise specified in SCC.
- 25.4 Whenever the Contractor is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Employer. The contractor shall obtain from any relevant third party or Manufacturer any necessary permission or consent to enable the Employer or its designated representative to attend the test and/or inspection.
- 25.5 The Employer may require the Contractor to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and standards under the Contract, provided that the Contractor's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be added to the Contract Price. Further, if such test and/or inspection impede the progress of manufacturing and /or the Contractor's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected unless otherwise specified in SCC.
- 25.6 The Contractor shall provide the Employer with a report of the results of any such test and/or inspection.
- 25.7 The Employer may reject any goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The contractor shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Employer and shall repeat the test and/or inspection, at no cost to the Employer upon giving a notice pursuant to GCC sub-clause 25.4.
- 25.8 The Contractor agrees that neither the execution of a test and/or inspection of the goods or any part thereof nor the attendance by the

Employer or its representative, nor the issue of any report pursuant to GCC sub-clause 25.6 shall release the Contractor from any warranties or other obligations under the Contract.

- 25.9 The Contractor /Contractors shall furnish at his/their own cost electrical instruments, tools, measuring tapes and other implements and labour required for the proper setting out of the work and shall set out and be entirely responsible for such setting out. He / They may have obtained the lines and lay outs from the Employer or his representatives and shall at once alter or amend any mistake or deficiencies in such setting out being ordered to do so by the Employer and / or his representatives. The contractor / contractors shall provide all men, materials, appliances and things which the Employer or his representative may require for measuring or inspecting the work.
- 25.10 The supply, delivery and installation of the items at site shall be deemed to have been accepted by the Employer when the same shall have been stored and erected on site and the employer shall have certified in writing that it has fulfilled the contract conditions and such certificates shall not be unreasonably withheld, or shall the Employer delay the issuing of such certificates on account of minor omissions, or defects, which do not affect the commercial use, without any serious risk, of the supplies, provided always that the contractor undertake to make the good such omissions and defects at the earliest possible moment.
- 25.11 In the event of the equipment put into commercial use before the actual completion of work as per the Contract, the Contractor shall be eligible for substantial completion. However, a pre-defined period (say 2 months) shall be granted to the contractor to complete the balance minor works as per the list of pending works as on the date of substantial completion. If the contractor completes all the works within the predefined period, the date of taking over shall be the date of substantial completion. Otherwise date of taking over shall be date of completion of all works.
- 25.12 All materials, plant and other things, the supply of which form the part of the Contract work shall on delivery at project site become the property of the Employer. All the contractor's materials, brought to and delivered at site for use of the contract works, shall from time of their being so brought, vest in and be the property of Employer and shall be used solely for the purpose of the works and shall not on any account be removed or taken away by the contractor or any other person without the express permission in writing of the Engineer but

the Contractor shall nevertheless be solely liable or responsible for the loss or destruction thereof or damage which may be caused thereto during the continuance of this contract. Upon the completion of the contract the property, if any surplus of such materials, shall revert to the contractors or unless they shall be due owing to or accruing or to accrue to the Employer from the Contractors any money under, or in respect of or by reason of the Contract in which case the Employer shall be at liberty to sell and dispose of such surplus materials as they shall think fit and to apply the proceeds in or towards the satisfaction of such money or moneys so due owing to or accruing or to accrue to them as aforesaid.

- 25.13 The Goods, whether installed or not, shall immediately, in consideration of payment of the first installment of the Contract Price to the Contractor by the Employer; provided always that the Contractor shall have a particular possessory lien on the Goods, to the extent the value thereof exceeds the total value of the Installment Payments made by the Employer to the Contractor.
- 25.14 Notwithstanding the above provision., the Contractor shall be responsible for all damages to and loss of all aforesaid items furnished by the Contractor and any item furnished to the Contractor by the Employer to enable the Contractor to complete the Installation and for all temporary structures facilities and for all parts of the Installation completed or in progress until the certificate of final taking over has been issued in accordance with the GCC clause 25.10 and 25.11.
- 25.15 If the Contractor neglects to make the tests on completion within the time stipulated by the contractor, the Employer shall nevertheless have the right of using the installations at the Contractor's risk until the 'tests on completion' are successfully carried out.
- 25.16 All the Contract work until taken over by the Employer in accordance with the GCC clause no.25.10 and 25.11 shall stand at the risk of the Contractor who shall be responsible for and make good at his own cost all loss or damage caused by or due to fire, weather or any other cause whatsoever and the contractor shall hand over the contract work complete in every respect at the termination of the agreement.
- 25.17 Until the work shall be or be deemed to be taken over as provided in respective Clause, Employer in respect of all injury to any person or damage to any property of the Employer or of other occasioned by the negligence or default of the Contractor or his employees, or Subcontractor or of the Employer's employees, if any, working under

the Contractor's supervision by defective design or work by the non-compliance by the contractor with the terms of this contract.

- 25.18 The contractor shall indemnify and save harmless the Employer against all actions, suits, demands, claims, costs or expenses arising in connection with injuries suffered by persons employed by the Contractor or his sub-contractor's on the work including the Employer' employees, if any, working under the contractors supervision. The contractor shall during the progress of contract work insure himself and Employer and keep himself and them insured with the Life Insurance Corporation of India or any other insurance company under IRDA or their branches against all liabilities in respect of such injuries to persons Employed as aforesaid and shall at all times when required by the Employer produce the policy for such insurance and the receipt for the last premium payable in respect thereof provided that his obligation to insure shall not apply if the Employer has made other proper and adequate provisions to meet all such liability.
- 25.19 In the event of any claim being made or action brought against the Employer including the Contractor and arising out of the matters referred to and in respect of which the contractor is liable under this clause, the Contractor shall be promptly notified thereof and he shall with the assistance if he so requires of the Employer but at the sole expense of the Contractor conduct all negotiations for the settlement of the same or any litigation that may arise there from. In such case the Employer shall at the expense of the contractor afford all available assistance for any such purpose.
- 25.20 All the works shall be carried out under direction and to the satisfaction of the Employer and/or his Representative but the Contractor shall be responsible for the correctness of the work according to the drawing, excepting such work as have been carried out by the Engineer and/or his representative.
- 25.21 On completion of the work and before handing over the HMCs to DPA, Contractor has to supply six sets of completion drawings, assembled drawings of various components, technical literature, maintenance manuals, spare parts catalogue etc., along with soft copy of the same in form of C.D. & 02 nos. Pen drives.

26. Liquidated Damages / Late Delivery charges.

26.1 Except as provided under GCC Clause 31 and 33, if the Contractor fails to deliver any or all of the Goods by the date(s) of delivery or perform the Related Services within the period specified in the Contract, the Employer may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Employer may terminate the Contract pursuant to GCC Clause 34. Contract price shall be inclusive of price plus all taxes and duties payable for computing Liquidated Damages.

27. Guarantee

27.1 The contractor shall give guarantee that all the Goods are new, unused and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the contract.

27.2 Subject to GCC sub-clause 21.1 (b), the Contractor further gives the guarantee that the goods shall be free from defects arising from any act or omission of the Contractor or arising from design, materials and workmanship under normal use in the conditions prevailing in INDIA.

27.3 Unless otherwise specified in the SCC, the guarantee shall remain valid for twenty four (24) months after the goods or any portion thereof as the case may be, have been taken over at the project site.

27.4 The Employer shall give notice to the Contractor stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Employer shall afford all reasonable opportunity for the Contractor to inspect such defects.

27.5 Upon receipt of such notice, the Contractor shall within the period specified in the SCC, expeditiously repair or replace the defective goods or parts thereof, at no cost to the Employer.

27.6 If having been notified, the Contractor fails to remedy the defects within the period specified in the SCC, the Employer may proceed to take within a reasonable period such remedial action as may be necessary at the Contractor's risk and expenses and without prejudice to any other rights which the Employer may have against the Contractor under the Contract.

- 27.7 The guarantee period will be effective for a period of twenty four (24) months and it will be in force from the date of final acceptance of the items of work completed under the Contract by the Employer, and the Contractor shall be responsible for any defects that may develop under proper use arising from faulty materials, designs, workmanship in the work but not otherwise and shall at his own cost remedy such defects when called upon to do so by the Engineer who shall state in writing in what respect any portion is faulty.

If it becomes necessary for the Contractor to replace or renew any defective portions of the Supply of the items under this clause, the provisions of this clause shall apply to the portions of the Supply so replaced or renewed until the expiry of six months from the date of such replacement or renewal or until the above mentioned period of 24 months, whichever may be later. If any defects are not remedied within a reasonable time, the Employer may proceed to do the work at the Contractors risk and expenses but without prejudice to any other rights which the Employer may have against the contractor in respect of such defects.

If the replacement or renewal are of such a character as may affect the efficiency of the item Supplied, the Employer and/or the Engineer shall have the right to give to the Contractor within one month of such replacement or renewal notice in writing the 'Test on Completion' be made in which case test shall be carried out as provided in accordance with GCC Clause 25.15 thereof. Should such guarantee not be sustained the cost of the test shall be borne by the Contractor.

All inspection, adjustments, replacement or renewal carried out by the Contractor during the period referred to in this clause shall be subject to the conditions of this Contract which shall be binding on the Contractor in all respects during the guarantee and the additional guarantee period.

The Guarantee period also includes the breakdown maintenance & preventive maintenance to be carried out by the contractor as per the schedule of maintenance of the manufacturer, which is inclusive of spare parts & consumable required for maintenance at his cost.

The Maintenance schedule of 24 days in a year subject to approval of the EIC, looking into cargo operation and decision given for HMCs under maintenance will be at employer's discretion. However, the contractor shall carry out maintenance of HMCs in idle hours also. During these 24 days maintenance period will not be considered as a

penalty and this left out maintenance period at the end of each year will not be carried forward to the next year and it will be laps. This maintenance 24 days period will be applicable during guarantee period and AMC Period also but it is only for carrying out scheduled preventive maintenance and not for break down maintenance during the warranty period. For Break down maintenance GCC 27.5 & 27.6 will be applicable.

27.8 The Scope of AMC is as defined in SCC.

28. Patent Indemnity.

28.1 The Contractor shall, subject to the Employer's compliance with GCC Sub-clause 28.2 indemnify and hold harmless the Employer and its Employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses which the Employer may suffer as a result of any infringement or alleged infringement of any patent utility model, registered design, trademark, copyright or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(a) the installation of the Goods by the Contractor or the use of the Goods in the Country where the site is located; and

(b) the sale in any Country of the products produced by the Goods.

Such indemnity shall not cover any use of the Goods or any part thereof other than for the purpose indicated by or to be reasonably inferred from the Contract, neither any infringement resulting from the use of the Goods or any part thereof, or any products produced thereby in association or combination with any other equipment, plant or materials not supplied by the Contractor, pursuant to the Contract.

28.2 If any proceedings are brought or any claim is made against the Employer arising out of the matter referred to in GCC sub-clause 28.1, the Employer shall promptly give the Contractor a notice thereof, and the Contractor may at its own expenses and in the Employer's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

28.3 If the Contractor fails to notify the Employer within twenty-eight (28) days after receipt of such notice that it intends to conduct any such proceeding or claim, then the Employer shall be free to conduct the same on its own behalf.

- 28.4 The Employer shall at the Contractor's request afford all available assistance to the Contractor in conducting such proceeding or claim and shall be reimbursed by the Contractor for all reasonable expenses incurred in so doing.

29. Limitation of Liability.

- 29.1 Except in cases of criminal negligence or willful misconduct.

- (a) the Contractor shall not be liable to the Employer whether in Contract, transport or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and,
- (b) the aggregate liability of the Contractor to the Employer whether under the Contract, in Port or otherwise shall not exceed the total Contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.

30. Change in Laws and Regulations.

- 30.1 Unless otherwise specified in the Contract, if after the date of 28 days prior to date of Tender submission in accordance with ITT clause 24, any law, regulation, ordinance, order or bylaw having the force of law is enacted, promulgated, abrogated, or changed in the place of India where the site is located (which shall be deemed to include any change in interpretation or application by the competent Authorities) that subsequently affects the Delivery date and/or the Contract Price, then such Delivery date and/or Contract Price shall be correspondingly increased or decreased, to the extent that the Contractor has thereby been affected in the performance of any of its obligations under the Contract. Notwithstanding, the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable, in accordance with GCC clause 14.

31. Force Majeure.

- 31.1 The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of force majeure.
- 31.2 For purpose of this Clause, "Force Majeure" means an event or situation beyond the control of the Contractor that is not foreseeable, is unavoidable and its origin is not due to negligence or lack of care on the part of the Contractor. Such events may include but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, flood, epidemics, quarantine restrictions, and freight embargoes.
- 31.3 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

32. Change orders and Contract Amendments

- 32.1 The Employer may at any time, order the Contractor through notice in accordance GCC clause 8, to make changes within the general scope of the Contract in any one or more of the following:
- (a) drawings, design or specification, where Goods to be furnished under the Contract are to be specifically Manufactured for the Employer.
 - (b) the method of shipment or packing.
 - (c) the place of delivery; and
 - (d) the related services to be provided by the Contractor.
- 32.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Contractor's performance of any provision under the Contract, an equitable adjustment shall be made in the Contract Price or in the Delivery/Completion Schedule or both, and the Contract shall accordingly be amended. Any claims by the Contractor for adjustment under this clause must be asserted within twenty-eight (28) days from the date of the Contractor's receipt of the Employer change order.
- 32.3 Prices to be charged by the Contractor for any Related Services that might be needed but which were not included in the Contract shall be agreed upon in advance by the parties and shall not exceed the

prevailing rates charged to other parties by the Contractor for similar services.

32.4 Subject to the above, no variation in or modification of terms of the Contract shall be made except by written amendment signed by the parties.

(a) No extra shall be allowed for unless ordered as such in writing by the EMPLOYER and such extras will be paid for at rates No extras shall be allowed for unless ordered as such and prices to be agreed upon mutually and upon the certification by the Employer or his representative.

(b) Any extra expenses in addition to the amount specified in the Price Schedule which may be incurred by the Employer in the performance of the work required owing to the neglect or omission on the part of the Contractor/Contractors his/their workmen in any of the cases mentioned in this Contract shall be deducted from any sums due of which may therefore, become due to the Contractor/Contractor's by the Employer or he/they may be called upon to pay the amount of such extra expenses to such person or persons as the Employer may appoint to receive the same and in the event of the Contractor/Contractor's failing to make such payment the said amount shall be recoverable from him/them in such manner as the Employer may determine.

32.5 The quantities indicated in the Price Schedule are estimated only and are liable to be altered or omitted to the extent in accordance with ITT clause 41.1 and GCC 32.1. The work shall be measured up to the end of each mile stone by the Employer along with the contractor/contractor's or any other person or persons appointed on his/their behalf (TPI), such person/persons not being in the service of the Employer. Should the contractor/contractors or any appointed agent on his/their behalf fails/fail to attend on the day or days, fixed by the Employer (of which three day's notice shall be given) for taking measurement the same shall always be confirmed to actual work and for that alone shall be contractor/contractors be allowed to claim. The several works shall be measured by a standard measure without reference to any local custom that may obtain excepting the contrary may be directed in the specifications.

33. Extensions of Time

- 33.1 If at any time during performance of the Contract, the Contractor or its Subcontractors should encounter conditions impeding timely delivery of the goods or completion of Related Services pursuant to GCC Clause 12, the Contractor shall promptly notify the Employer in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractors notice the Employer shall evaluate the situation and may at its discretion extend the Contractor's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
- 33.2 Except in case of Force Majeure, as provided under GCC clause 31, a delay by the Contractor in the performance of its Delivery and Completion obligation shall render the Contractor liable to the imposition of liquidated damages pursuant to GCC clause 26, unless an extension of time is agreed upon, pursuant to GCC sub-clause 33.1

34. Termination

- (a) The Employer, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Contractor, may terminate the Contract in whole or in part:
- (i) if the Contractor fails to deliver any or all of the goods within the period specified in the Contract, or within any extension thereof granted by the Employer pursuant to GCC Clause 33,
 - (ii) if the Contractor fails to perform any other obligation under the Contract; or
 - (iii) if the Contractor, in the judgment of the Employer has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract.
- (b) In the event the Employer terminates the Contract in whole or in part, pursuant to GCC Clause 34.1(a), the Employer may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Contractor shall be liable to the Employer for any addition costs for such similar Goods or Related Services. However, the Contractor shall continue performance of the Contract to the extent not terminated.

34.2 Termination for Insolvency

- (a) The Employer may at any time terminate the Contract by giving notice to the Contractor if the Contractor becomes bankrupt or otherwise insolvent. In such event, termination will be without

compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Employer.

34.3 Termination for Convenience.

- (a) The Employer by notice sent to the Contractor, may terminate the Contract, in whole or in part at any time for its convenience. The notice of termination shall specify that the termination is for Employer's convenience, the extent to which performance of the Contractor under the Contract is terminated and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within twenty-eight (28) days after the Contractor's receipt of notice of termination shall be accepted by the Employer at the Contract terms and prices. For the remaining Goods, the Employer may elect:
 - (i) to have any portion completed and delivered at the Contract terms and prices; and/or
 - (ii) to cancel the remainder and pay to the Contractor an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Contractor.

34.4 Liquidation and Re-entry:

In the event of the Contractor/Contractors going into liquidation or passing an effective resolution for winding up or upon the Contractor/Contractors making an arrangement with or assigning in favour of his/their creditors or upon his/their assigning this Contract or upon execution being levied on the Contractor/Contractors goods or upon the EMPLOYER certifying under his hand and in his opinion the Contractor/Contractors has/have

- (i) Abandoned the contract or;
- (ii) Suspended the progress of the work for seven days after receiving from the Employer's written notice to proceed without any lawful excuse under conditions, or
- (iii) Failed to make proper progress with the work for seven days after receiving from the Employer's written notice to employ more men, or

- (iv) Failed to remove materials from site or pull down the rebuild work for seven days after receiving from the Employer's written notice that the said materials or works are condemned and rejected by the Employer under GCC clause 34, of these condition, or
- (v) Failed to give the Employer proper facilities for inspecting the work or any part of them for three days after receiving from the Employer, written notice demanding the same, or Failed to submit any work or materials to proper test for three days after receiving written notice from the Employer requiring the same, or
- (vi) Failed to complete all or any part of the work by the time or extended time for completion, or
- (vii) Failed to complete all or any part of the work by the time or extended time for completion.

Then the Employer may enter upon the site and works and expel the contractor/contractors there from and may themselves use the material and plant upon the premises for the completion of the work and employ any other contractor/contractors to complete or may themselves complete the work, upon such entry the contract shall be determined save the rights and power conferred upon the Employer hereby. The Employer's certificate under this clause shall be conclusive proof as between the contractor/contractors and Employer of the statement contained in it.

35. Assignment

- 35.1 Neither the Employer nor the Contractor shall assign, in whole or in part, their obligations under this Contract except with prior consent of the other party.

36. Export Restriction

- 36.1 Notwithstanding any obligation under the Contract to complete all export formalities, any export restriction attributed to the Employer, to the Country of the Employer, or to the use of the products/goods, systems or services to be supplied which arise from trade regulations from a Country supplying those products/goods, systems or services and which substantially impede the Contractor from meeting its obligations under the Contract, shall release the Contractor from the obligation to provide deliveries or services, always provided, however,

that the Contractor can demonstrate to the satisfaction of the Employer that it has completed all formalities in a timely manner, including applying for permits, authorization and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract. Termination of the contract on this basis shall be for the Employer's convenience pursuant to sub-clause 34.3.

37. Site activities

- 37.1 The Contractor/contractor's shall give the customs, state government, municipal, petroleum road, railway, and all other authorities all notices etc., that may be required by law and obtain all requisite licenses for temporary obstruction, transportation, loading and unloading activities, enclosures and for any other purposes whatsoever and pay all fees, taxes, duties and charges which may be leviable on account of his/their own operations in executing the contract. He/they shall make good any damage to adjoining property whether public or private and apply and maintain any flags, horns, sirens, light etc., in whatever manner required in day/or at night or for the purposes of warning/indication of work in progress or of imminent danger etc. He shall be allowed rent free the use of such grounds as is available on the site of works as in the opinion of the Employer may be absolutely necessary and on the completion of work or termination of this contract he shall vacate the premises and remove all surplus material.
- 37.2 The Employer shall indicate the storage space at site, for storing the material but the contractor shall satisfy himself as to the suitability of such sites and protection and such provision shall not release the contractor from liability to make good any loss or damage which may hamper such work until the same shall have been taken over.
- 37.3 Suitable access and possession of the site will be afforded to the Contractor by the Employer in reasonable time. In the execution of the work, no person other than the Contractor or his duly appointed representatives, sub-contractor and workmen will be allowed to do work at site except by the special permission in writing of the Employer and/or his representative.
- 37.4 The Contractor shall comply with all precautions as per International labour organization (I.L.O) Convention (No.62) as far as they are applicable to this contract.
- 37.5 The Contractor/Contractor's shall on completion of the work when directed by the Employer remove all plants, tools, materials, and rubbish which may have been used or may have accumulated during

the progress of the work, other than those permanently taken into the works of all such rubbish or surplus materials or plants which the Employer may require the Contractor/Contractors to remove by the Contractor or his Sub-Contractors, within twenty four (24) hours after receipt of written notice from the Employer requiring him/them to remove the same and in default of compliance with such notice the Employer may forthwith remove all such rubbish or surplus materials or plant at the risk and cost of the Contractor/Contractor's.

- 37.6 The Contractor will be allowed to tap/use electric power to the extent of as specified in SCC, if electric Supply from the Employer's network is available at work site, subject to the contractor's complying with the rules and regulations of temporary load and safety precaution laid down by the Employer from time to time. Use of power is restricted to single phase for electrical drilling machine, temporary lighting and testing of the lighting installation etc. For any other requirements, the contractor shall request the Employer. Upon suitability, the Employer shall provide the same at cost to the Contractor.
- 37.7 No work shall be carried out between sunset and 06.00 a.m and on Sunday or Employer's holidays except with the previous sanction in writing from the Employer, granting to which will be entirely at his discretion and cannot be claimed by the contractor/contractors as matter of right and the refusal to grant such permission will not be accepted as a ground of excuse for not completing the work within the period hereinafter mentioned.
- 37.8 Living accommodation may be made available for the Contractor's staff and labour on the request on chargeable basis subject to availability. The Contractor/Contractor's shall at his/their own expense provide the necessary transport to and from the site of the work and accommodation for his/their employees, the intention being that the sum named in the tender shall be inclusive of all expenses whatsoever in connection with the Contractor/Contractor's staff and labour force.
- 37.9 Notwithstanding that all reasonable and proper precautions may have been taken by the Contractor/Contractors at all times during the progress of the work, the Contractor/Contractors shall nevertheless be wholly responsible for all damages, whether to the works themselves or to any other Employer's property or to the lives or persons or property of others during the progress of the works and period of maintenance.
- 37.10 The Contractor/Contractor's shall at his/their own cost provide all labour and materials, haulage, stores, consumables, templates,

staging, scaffolding, tarpaulins and all plants and tools whatsoever required to carry out and complete the work to the satisfaction of the Engineer in charge.

The make and brand of the materials offered wherever applicable must be clearly stated and in case of unknown make or brand proper description should be submitted even if not so specified.

The contractor must make his own arrangement for obtaining all the materials required for completing the work. The rates to be entered for the items in the Price Schedule should be inclusive of Supply, manufacture and assembly, testing, completion and delivery, storage at site, installation of new equipment and commissioning of all the works. The contractor / contractors shall make his/their own arrangements to obtain from the authorities concerned the petrol, oils, spare parts etc. required by him for the efficient and regular operation of the transport used by him/them to carry out and complete the work comprised in the contract, without delay whatsoever. The Employer will only issue a certificate if required to the contractor to enable him to request the concerned authorities, to provide all assistance within the law to him/them under this contract. The non-supply of these materials by the authorities will not be taken as an excuse for not completing the contract within the stipulated period.

- 37.11 The contractor shall employ at least one qualified, experienced and competent representative whose name or names shall have previously been communicated in writing to the Employer and/or his representative by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instructions which the Employer and/or his representatives by the contractor to supervise the delivery, unloading and storage and carrying out the work and also to liaise with the inspecting agency at the manufacturing site and point of delivery site. The said representative shall be present at site during working hours and any written orders or instruction which the Employer and / or his representative may give to the said representative of the contractor shall be deemed to have been given to the contractor the said representative or representatives shall arrive at site on a date to be arranged by the Employer and/or his representative. Further all the correspondence pertaining to technical, financial, legal and the other matters shall be addressed to him.

The contractor shall have to execute electrical work of HMCs under Supervision of Electrical Contractor having valid Electrical's contractor Licence issued by the State Governments of India & work is required to be executed under the Supervisor having Supervisory Certificate of competency issued by the State Governments of GOI & copy of all documents to be submitted to Mechanical Engineer's office. The contractor shall obtain the Electrical inspection Certificate for effective power supply to the machines.

37.12 Employment of Labour:

The contractor/contractor's shall employ such sufficient number of trustworthy, skillful and experienced assistants or Supervisor, Foremen, and Watchmen as may be approved by the Engineer and shall at all times employ a competent qualified and experienced Engineer and careful and skilled workmen in or about executive of the said work to the satisfaction of the Engineer or any Engineer, Supervisor, Watchmen to whom the Engineer and/or his representative shall object to on the ground of bad behavior incompetence or negligence shall be removed by the contractor/contractor's from the work within 24 hours after receipt of written order signed by the Engineer and/or his representative shall be again allowed on the work except with the written permission of the Engineer and/or his representative. The contractor/contractors shall arrange, to meet the Engineer or his Assistants on the works whenever required.

37.13 Protective Personal Gears such as Helmet, Face shield, Footwear, Gloves etc:

The contractor/contractors shall, at his/their own expenses provide footwear and gloves for all labour employed on gas cutting, welding work etc., to the satisfaction of the Employer or his representative and on his/their failure to do so, the Employer shall be entitled to provide the same and recover the cost thereof from the contractor/contractors.

Safety provision:

- i) The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.

- ii) The contractor should apply for written permission to the Fire Officer, DPA, to carry out the hot jobs with full details of the work, date, duration of work etc., DPA will provide fire-watch service free of cost.
- iii) All the required Safety Gear and Fire Fighting shall be made available by the contractor at the site of work for any emergency.
- iv) The permission copy should be sent to port fire and safety officer and the safety section in advance.
- v) The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.

The contractor shall supply to his workmen and staff cotton arm bands of approved quality and colour for wearing them on their arms while carrying out the work. These arm bands should be of distinctive type and serially numbered and the contractor shall maintain a register of issue of arm bands and names of workmen to whom these have been issued.

Notwithstanding anything herein contained the contractor shall comply with all the provisions of the contract labour (Regulation and Abolition) Act, 1970 and Rules and Regulations made there under as amended from time to time if applicable.

The rates quoted by the contractor in the price schedule shall be deemed to include expenses whatsoever that the contractor may be required to incur for compliance with the provision of the above Act.

In pursuance of Section 21 of the above Act and Rule 25(2)(V)(A) framed thereof, the Tenderers should note that in cases where the workmen employed by them to perform the same and similar kind of work as the workmen directly employed by this Employer, the wage rate of all category of workmen shall be in accordance with the statement of the Employer's Schedule of Rates revised from time to time. The wage rates in respect of categories of workmen which are not included in the Employer Schedule shall not be less than those specified in the Schedule of "Fair Wages". The current statement of the Schedule of Rates is annexed hereto.

The contractor shall make his own arrangement for the engagement of all labour.

The contractor shall also comply fully with the provision of the payment of wages act, 1936.

If any enhancement in the rates of wages become payable as a result of the implementation of the Chief labour commissioner's interpretation of the contract labour (Regulation and Abolitions) central Rules, 1971 including an increase of the wages, the same shall be borne by the contractor/contractor's.

The contractor shall be responsible for the observance by his sub-contractors, of the foregoing provisions / precautions.

The contractor shall make necessary arrangements for the representative of the Employer and/or his representative to witness the payment made by the Contractor to his labourers. The contractor shall also submit periodical return of labour employed by him and wages paid to the Employer's representatives.

Supply of water: the contractor shall as far as practicable having regard to local conditions, provide on the site to the satisfaction of the Engineer's representative, and adequate supply of drinking and other water for the use of the contractor's staff and workmen.

Festival and religious customs: the contractor shall in all dealings with labour in his employment, have due regard to all recognized festivals and observe days of rest as applicable to the outdoor staff of the Mechanical Engineering Department or Employer.

Epidemics: in the event of any outbreak of illness of an epidemic nature, the contractor shall comply with and carry out such regulations, orders and requirements as may be made by the Government or the local medical or sanitary authorities for the purpose of dealing with overcoming the same.

Disorderly conduct, etc.: The contractor shall at all time take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or among his employees, officers or agents and for the preservation of peace and protection of person and property in the neighborhood of the works against the same.

Accidents: the contractor shall within twenty four (24) hours of the occurrence of any accident at or about the site or in connection with the execution of the work, report such accidents to the Employer or his representative. The contractor shall also report such accidents to the concerned constituted authorities.

The contractor shall use water free of cost from the nearest Employer's tap or hydrant dependent on the availability as directed by the Engineers.

Every precaution shall be taken by the contractor/ contractors to prevent the breeding of mosquitoes on the works during the construction and all receptacles used for storage of water, soaking bricks, etc. must be suitably protected for this purpose or must be emptied at the close of the work every day. All water used for during concrete must contain saponified croseal in solution of not less than 1:2000 or more than 1:1000 so that the solution will have a markedly cloudy appearance and will give a reasonably strong odour.

- 37.15 The contractor/ contractors shall give notice to the Employer or the Engineer or his assistant wherever any work is to be buried in the earth or made inaccessible later on, in order that the work may be inspected and correct dimensions taken before such burial in default whereof the same shall at the opinion of the Employer or the Engineers or his assistant be either opened up for measurement at the contractor/ contractors expenses and no allowance shall be made for such work. Should any dispute or difference arise after the execution of any work as to measurement etc. which cannot be conveniently tested or checked the Employer's or the Engineers' or his Assistants notes shall be accepted as correct and be binding on the contractor/Contractors. **(Not Applicable)**

37.16 Safety of Existing Underground Services

The Contractor shall take due care and adopt such measure to ensure that the existing underground services of the Employer as well as Public Utility Bodies viz. Electric Boards/Companies, BSNL/MTNL, local municipality Gas Co., etc. are not damaged during the excavation work of cables trench, pole pits, foundation pits etc. The drawing showing the approximate route of such service will be available with the Superintendent, Electrical Construction Division of this office and shall be consulted before starting the work. Exact location of a service shall be ascertained by taking trial pits at strategic points as directed by the Employer or his representative. The work in the vicinity of such services shall be carried out to meet the specific requirements of a party to whom the service belongs. Any damage caused to a service, irrespective of the utmost precautions are taken to avoid damage shall be at the entire risk and cost of the Contractor.

38. Employer's Decision

The whole of the work under this contract shall be carried out under the direction of the Employer and his decision upon all questions relating to the details of cranes the meaning of the drawings, Specifications, Price

Schedule and the methods of carrying out the work shall be final and any dispute arising under in connection with this contract or the carrying out thereof including any question as to construction and meaning of this contract or any clause therein shall be final and binding upon the contractor or his sub-contractors whether such decision shall have given by way of certificate or otherwise and whether it shall have been given during the progress of the work or after completion of the same.

39. Employment of Employer's Personnel

- 39.1 The successful tenderer shall furnish information before the award of contract, whether he himself or any of his partner's, directors or employees had held class I post with the Employer within the period of last two years.
- 39.2 The Employer shall be at liberty to terminate the contract if the successful Tenderer himself or any of his Directors who having held class I post with the Employer. Prior to his retirement has failed to obtain Chairmen's specific permission to undertake as occupation or any outside employment before the expiry of two years from the date of his retirement, in accordance with the provision of class I employees, (Acceptance of Employment after retirement Regulations).

40. Licenses

- 40.1 Import License, Permits, etc.

The Contractor will make his own arrangements for obtaining materials required for the manufacture of the items and for the efficient and regular operation of the work. The Engineer will, however, forward his application for import licences, to the proper authorities if desired by him certifying the nature of the work to be carried out but under no circumstances the non supply of such controlled or other materials by the authorities will be taken as an excuse for not completing the contract, if awarded, within the stipulated period.

**Signature & Seal
of Contractor**

**Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY**

SECTION VII

Special Conditions of Contract

The following Special Condition of Contract (SCC) shall supplement and/or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

GCC 1.1(a) and 1.1 (q)	Representative of Employer: Superintending Engineer (Electrical) The Employer is: The Board of "DEENDAYAL PORT AUTHORITY"
GCC 1.1 (p)	The project site/final destination is: inside cargo jetty are, DEENDAYAL PORT AUTHORITY, New Kandla, (Kachchh, Gujarat) India in pursuant to ITT clause 14.6 a(iii).
GCC 4.2	Clause 4.2 of GCC is not applicable
GCC 8.1	For Notices, the Employer's address shall be: Attention: Superintending Engineer (Electrical), Electrical Division, DEENDAYAL PORT AUTHORITY, New Kandla. Address: Ground Floor, P & C, Building City: New Kandla, Kutch-Gujarat Pin code: 370210 Country: INDIA Electronic mail address: see@deendayalport.gov.in
GCC 9.1	The Governing law shall be the law of Government of India or its constituents and all legal disputes shall be subjected to the jurisdiction of Local Court of Gandhidham/ High Court of Gujarat.
GCC 10.2	The rules of procedure for arbitration proceeding pursuant to GCC Clause 10.2 shall be as follows: Any dispute shall be settled under Govt. of India's Arbitration and Reconciliation Act, 1996 and or amendment thereof from time to time by one or more arbitrators appointed under such act. The said arbitrator(s) shall have full power to open up, review and revise any decision, opinion or instruction or determination, certificate or valuation of the purchase related to the dispute. The place of arbitration shall be Gandhidham, India. The fees, if any of the arbitrator(s) if required to be paid before the award of work in respect of dispute is made and published,

	<p>shall be paid in half by each of the parties.</p> <p><i>“Disputes shall be resolved by Dispute Resolution Board comprising of representatives of the Employer and the Contractor and unresolved disputes shall be referred to the Arbitrator and Govt. of India’s Arbitration and Reconciliation Act, 1996”</i></p>
GCC 12.1	<p>Details of shipping and other document to be furnished by the contractor are :</p> <p>A railway bill consignment note / a road consignment note, Insurance certificate, Manufacturer’s or contractor’s Guarantee/ warranty certificate, Third Party certificate, Contractor’s factory shipping details, Invoice for goods supplied & all related documents, any other document required in by the bank etc.</p> <p>The above documents shall be received by the Employer before arrival of the goods and if not received, the contractor will be responsible for any consequent expenses.</p>
GCC 14.1	<p>The prices charged for the goods supplied and the related services performed shall not be adjustable on any account. Rates quoted shall be inclusive of all expenses, charges, insurance, transportation, duties, levies, taxes and all other incidental charges etc. (excluding GST).</p> <p>The bidder shall quote the rate of GST applicable. However, GST as applicable will be reimbursed by DPA on actual basis after ascertaining necessary compliance as per Goods & Service Tax Act and subsequent amendment thereof.</p> <p>TDS under GST act is required to be deducted @ 2% (1% CGST, 1% SGST or 2% IGST) from payment/ credit given to contractor/ professional and others for work order on contract value exceeding Rs. 2,50,000/-. Contractor/ Service provider has to ensure timely and proper filing of GSTR 1, so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA is not allowed input tax credit due to failure on part of the Contractor/ Service provider/ supplier etc., it will be recovered from payment of the Contractor/ service provider/ supplier.</p>
GCC 15.1	<p>(i) No Advance payment will be made.</p>

GCC 15.5	<p><u>(A) Payment terms :</u></p> <p>(i) <u>On receipt of material at DPA site</u> : Eighty percent (80%) of the item rate of the crane & grab shall be paid after receipt of the same at DPA site in good condition & after certification by TPIA.</p> <p>(ii) <u>Installation, Testing & commissioning</u> : Fifteen percent (15%) of the equipment shall be paid against installation, testing and commissioning of the equipment and after certification by Competent person approved by TPIA/DGFASLI and upon submission of claim within twenty (28) days.</p> <p>(iii) <u>Upon final taking over</u> : Five percent (5%) of the cost shall be paid upon acceptance and final taking over of the equipment by the DPA and certification of the Competent person/TPI and submission of the claim and on submission of bank guarantee for the warrantee period.</p> <p><u>(B) Payment terms for operation & CAMC :</u> The payment terms for operation & CAMC is as per clause 3.36.7 of GCC.</p>
GCC 15.9	GCC Clause 15.9 is not applicable.
GCC 17.1	<p>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.</p> <p>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.</p> <p>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</p>

	<p>dispatched by the issuing bank directly to The Employer by Registered AD Post.</p> <p>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.</p> <p>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.</p> <p>6) The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.</p> <p>7)The documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.</p>
GCC 17.3	The Performance Guarantee shall be in the form of : Bank guarantee (BG) shall be issued by a Nationalized Bank having its branch at Gandhidham, Gujarat, India. The BG shall be in favour of the Board of DEENDAYAL PORT AUTHORITY, Gandhidham.
GCC 17.4	Discharge of the Performance guarantee/ guarantee shall take place as mentioned under 17.1 above.
GCC 20	GCC Clause 20 is not applicable.
GCC 22.2	The packing, marking and documentation within and outside the packages shall be:" DEENDAYAL PORT AUTHORITY – India"
GCC 23.1	Insurance of goods, services, work execution, labour, workmen, employees, equipment, machineries, tools & tackles, plants, stores etc. and all other insurance as required to be done for execution of the work shall be the responsibility of the Contractor.
GCC 24.1	<p>Responsibility for transportation of the Goods & services to final destination of Goods shall be the responsibility of the Contractor.</p> <p>The contractor is required to arrange for the contract to transport the goods to a specific place of final destination, defined as the project site.</p>
GCC 25.1	The Contractor shall appoint at his own cost a Third Party (Certified International Classification Society for Inspection) for carrying out inspection and test and also for certifying the Crane is built of proven design and to the standards mentioned in the tender or otherwise. The Cranes will be

	<p>loaded or dispatched after due certification by such certification agency only.</p> <p>The Contractor shall provide all facilities for the TPI to conduct his part of work at the Contractor's premises and at any other place, if the works demand so.</p>
GCC 25.2, 25.3 & 25.5	<p>The inspection and test shall be conducted at: The site of Manufacturer, the cost of such all tests and any additional test as demanded by TPI or Employer shall be borne by the Contractor apart from making arrangement for conduct of such tests. Employer shall not be liable to make any additional payments for conduct test or for change of location of test. All cost for fulfillment of obligation on the part of contractor shall be deemed to have been included in the total contract price offered by him based on which the contract has been awarded to him. However in case of additional tests if any are requested by the employer shall be at the cost and time of employer, in which case also the contractor shall make all arrangement's required for conduct of such tests in the manner prescribed to do so by the employer or TPI.</p> <p>The Employer reserves the right to witness the pre-delivery inspection at the contractor's premises or any place, the work demands, along with TPI.</p>
GCC 26.1	<p>The liquidated /late delivery charges shall be: 1/2 % per week (7 days) or part thereof, on the total contractual price (excluding CAMC & operation Cost). However, the compensation will be recovered on corresponding value for each crane not supplied. That means the delay in completion of individual crane will be determined and its contract value will be considered for the purpose of computation of compensation.</p> <p>This does not absolve the contractor from his obligation of completion of whole of the work in an expeditious manner.</p> <p>The maximum amount of liquidated damages shall be: 10% of total contract price excluding operation and CAMC cost for delay in delivery and or commissioning & handling over of the MHCs to DPA. Even in case of the part taking over, maximum ceiling limit remain in reference to the total contract price excluding CAMC Cost of each crane.</p>
GCC 27.3	<p>The period of validity of the guarantee shall be 24 months from the next day of taking over certificate.</p> <p>During the guarantee period if any of the spares from stock</p>

	<p>provided with the crane is used by the contractor, the same shall be replenished within reasonable period. On completion of guarantee period complete inventory of spares supplied with crane should be available for AMC.</p> <p>For purpose of guarantee the place of final destination shall be: Inside cargo jetty Area, DEENDAYAL PORT AUTHORITY, New Kandla</p>
GCC 27.5 & 27.6	<p>The period for repair or replacement shall be two days per month in normal course. However, if spare parts are required, the period shall be as determined by the Employer.</p> <p>In case the requirement of crane for any repair/maintenance work, which can be attended by any adjacent DPA cranes, the same will be provided Free of Cost, subject to availability.</p>
GCC 27.8	Scope of AMC shall be as defined in section V.
GCC 37.6	Single phase, 1 KW Electric power shall be provided on chargeable basis, if available, if required in the opinion of the Employer and any additional requirements shall be charged by the employer, only if it is required for due fulfillment of the contract and subjected to availability.

**Signature & Seal
of Contractor**

**Superintending Engineer (E)
DEENDAYAL PORT AUTHORITY**

SECTION VIII

CONTRACAT FORMS

Table of Forms

1. Letter of Acceptance
2. Notice to proceed with works (site Activities)
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5. Advance Payment BG **(Not Applicable)**
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7. DRB Agreement
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LETTER OF ACCEPTANCE

(On letter head paper of the port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sirs,

Sub: Tender No.
Title of Tender

Ref: Your Bid Dated
And (list of correspondence with the Bidders)

This is to notify you that your bid dated _____ for execution of the _____ (name of the contract and identification number, as given in the instruction to bidders) for the Contract Price of Rupees _____ (amount in words and figures) as corrected and modified in accordance with the Tender Documents is hereby accepted by the Employer/Board.

You are hereby requested to furnish performance guarantee, in the form detailed in Tender Document for an amount of Rs. _____ within (28) days of the receipt of this letter of acceptance and valid up to 28 days from the date of completion of contractual obligations, subject to removal of Defects, i.e. up to _____ and also sign the contract agreement within (28) days of the receipt of this letter of acceptance, failing which action as stated in the tender document will be taken.

Detailed letter of acceptance will follow.
Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory
Name of port

ISSUE OF NOTICE TO PROCEED WITH THE WORKS

(letter head of the Port)

Date: _____

To: _____
(Name & address of contractor)

Dear Sirs,

Sub: Tender No.
Title of Tender

Ref: letter of acceptance no _____ dated. _____

Pursuant to your furnishing the requisite security as stipulated in (insert security clause) and signing of the contract for execution of the _____. You are hereby instructed to proceed with the execution of the said works in accordance with the contract documents. It is hereby notified that the site is handed over to you w.e.f (date) for execution of work in accordance with the contract documents.

Please acknowledge receipt.

Yours faithfully

Authorized signature
Name and title of signatory
Name of port

CONTRACT AGREEMENT

(to be executed on Rs.100/- non-judicial stamp paper)

(The successful tenderer shall fill in this form in accordance with the instruction indicated)

THIS CONTRACT AGREEMENT is made
the (date, month and year)

Between

- (1) The Board of DEENDAYAL PORT AUTHORITY, an Autonomous Body of the Ministry of SHIPPING of Government of INDIA, incorporated under the Major Port Authorities Act, 2021, under the Laws of India and having its principal place of business at, New Kandla, Kutch-Gujrat.[hereinafter called "the Port"], and
- (2) (insert name of contractor), (incorporated under) the laws of (insert country of contractor) and having its principal place of business at (insert: address of Contractor) (herein after called "the Contractor")

WHEREAS the Employer/Board invited Tenders against tender no. _____ for execution of [TENDER TITLE AND BRIEF DESCRIPTION] viz., and has accepted a tender by the contractor in accordance with the supply/delivery schedule, in the sum of [insert Contract Price in words and figures, expressed in Contract currency] [herein after called "the contract price"].

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

1. In this Agreement words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract referred to.
2. The following document shall constitute the Contract between the Employer/Board and the Contractor, and each shall be read and construed as and integral part of the Contract.
 - (a) This Contract Agreement.
 - (b) Special Condition of Contract
 - (c) General Condition of Contract
 - (d) Technical Requirement (including Schedule of Requirement and Technical Specifications, drawings)
 - (e) Notice Inviting Tender
 - (f) Replies issued to the Pre-Bid queries, addenda is any issue (number and dates)
 - (g) The Contractor's Bid and original Price and Delivery Schedule
 - (h) The Employer/Board's Notification of Award

- (i) (Correspondences the Employer/Board has exchanged with the bidder till and after award of contract, specific letter and dates)
- (j) And (add here any other documents)

AND WHEREAS

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

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

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

For and on behalf of the EMPLOYER/BOARD
Signed: [insert signature]

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

For and on behalf of CONTRACTOR

Signed: [insert signature of authorized representative(s) of the Contractor]
In the capacity of: [insert title or other appropriate designation]
In the presence of: [insert identification of official witness]

SPECIMEN BANK GUARANTEE PERFORMANCE
GUARANTEE/SECURIT DEPOSIT

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

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

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

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

3. We, _____ (Name of Bank and Branch), undertake to pay to the Board any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any Court

or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

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

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

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

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

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

9. Notwithstanding anything contained herein :

(a) Our liability under this Bank Guarantee shall not exceed Rs. _____

(Rupees _____ only);

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

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

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

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

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

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

**Specimen Bank Guarantee for Advance Payment (Not
Applicable)**

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

(The Bank as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

(Banks Letterhead)

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

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

2. We, _____(Name of Bank) (Name of Branch), do hereby Undertake to pay the amount due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee.

However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees _____) only.

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

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

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

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

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

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

9. Notwithstanding anything contained herein :

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

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

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

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

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

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

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature

STAGE PAYMENT (Not Applicable)

(To be executed on Rs.100/- non-judicial stamp paper)

(The Bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated)

Date: _____ of tender submission

Tender No. and title: _____

(Banks letterhead)

Beneficiary: DEENDAYAL PORT AUTHORITY, New Kandla.

Stage PAYMENT GUARANTEE No.: (insert stage payment guarantee no.)

We, (insert legal name and address of Bank), have been informed that (insert complete name and address of Contractor) (herein after called the "Contractor") has entered into Contract No. (Insert number) dated (insert date of Agreement) with you, for execution of works viz, (insert name title of contract) (herein after called "the Contract")

Furthermore, we understand that, according to the conditions of the Contract, a stage payment is to be made against payment guarantee.

At the request of the contractor, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total amount of (insert amount in figure and words) upon receipt by us of your first demand in writing declaring that the contractor is in breach of its obligations under the contract because the contractor has been paid the stage payment in realization of his invoice no. _____ dated _____ towards execution of contract.

It is a condition for any claim and payment under this Guarantee to be made that the stage payment referred to above must have been received by the contractor on its account (insert number and domicile of account)

This Guarantee shall remain valid and in full effect from the date of the advance payment received by the contractor under the contract until (insert date)

(Signature of authorized representative of Bank)

(Authorization letter from the Bank that the signatory of this BG is authorized to do so, should also be enclosed)

-
- vi. The bank shall insert the amount specified in the SCC and denominated, as specified in the SCC, either in the currency (ies) of the contract or a freely convertible currency to the Employer.
 - vii. .Insert the completion/scheduled date stipulated in the contract Delivery Schedule. The employer should note that in the event of an extension of the time to perform the contract, the employer would need to request an extension of this guarantee from the bank. Such request must be in writing and must be made prior to the expiration date established in Guarantee. in preparing this guarantee, the employer might consider adding the following text to the form, at the end of the penultimate paragraph: "We agree to extend this guarantee for a period not exceeding one year at a time, in response to the Employer's written request for such extension, such request to be presented to us before the expiry of the Guarantee"
-

DISPUTE REVIEW BOARD AGREEMENT

(To be executed on Rs.100/- non-judicial Stamp Paper)

THIS AGREEMENT. Made and entered into this ----- Day of -----
-- 20__ Between ----- (" the Employer and Boards") and -----
("the Contractor"), and the disputes review Board ("the DR Board")
consisting of One/Three DR Board Member's, (Member's from either party,
i.e. Contractor and Employer/Board")

- (1) _____
(2) _____
(3) _____

WITNESSETH that

WHEREAS, the Employer/Board and the Contractor have contracted for the
execution of _____ (Project name) _____ (the
Contract) and WHEREAS the contract provides for the establishment and
operation of the DR Board NOW THEREFORE, the parties hereto agree as
follows:

1. The parties agree to the services required hereunder, the DR Board Agreement.
2. Except for providing the services required hereunder, the DR Board Member should not give any advice to either party or to the Nodal officer or his nominee concerning conduct of the Works.

The DR Board Member:

- (a) Shall have no financial interest in any party to the contract or the Nodal Officer or his nominee or a financial interest in the contract, except for payment for services on the DR Board.
- (b) Shall have had no previous employment by, or financial ties to, any party to the contract, or the Nodal Officer or his nominee, except for fee based consulting services on other projects, all of which must be disclosed prior to appointment to the DR Board.
- (c) Shall have disclosed in writing to the prior to signature of this Agreement any and all recent or close professional or personal or personal relationship with any director, officer, or employee of any party to the contract, or the Nodal Officer or his nominee, and any and all prior involvement in the project to which the contract relates;

- (d) Shall not, while a DR Board member, be employed whether as a consultant or otherwise by either party to the contract, or the Nodal officer or his nominee, except as a DR Board member.
 - (e) Shall not, while a DR Board member, engage in discussion or make any agreement with any party to the contract, or with the Nodal Officer or his nominee, regarding employment whether as a consultant or otherwise either after the contract is completed or after services as a DR Board Member is completed.
 - (f) Shall be and remain impartial and independent of the parties and shall disclose in writing to the Employer/Board the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Port or the Contractor to question the continued existence of the impartiality and independence required of DR Board Members.
- (3) Except for its participation in the DR Board's activities as provided in the contract and in this Agreement none of the Employer/Board, the Contractor, the Nodal Officer or his nominee, and one another any fact or circumstances which might be such to cause either the Employer/Board or the Contractor to question the continued existence of the impartiality and independence required of DR Board member.
- (4) the contractor shall:
- (a) Furnish to each DR Board Member one copy of all documents which the DR Board may request including contract documents, progress report, variation orders, and other documents, pertinent to the performance of the Contract.
 - (b) In co-operation with the Employer/Board, co-ordinate the site visit of the DR Board, including conference facilities, and secretarial and copying services
- (5) DR Board shall serve throughout the operation of the contract. It shall begin operation following execution of this Agreement, and shall terminate its activities after issuance of the taking over Certificate and the DR Board's issuance of its Recommendation on all disputes referred to it.
- (6) DR Board member, shall not assign or subcontract any of their work under this Agreement.

- (7) The DR Board members are independent and not employees or agents of either the Employer/Board or the Contractor.
- (8) The DR Board member is absolved of any personal or professional liability arising from the activities and the Recommendations of the DR Board.
- (9) Fees and expenses of the DR Board Member(s) shall be agreed to and shared equally by the Employer/Board and Contractor. If the DR Board requires special services, such as accounting, data research and the like, both parties must agree and the cost shall be shared by them as mutually agreed.
- (10) DR Board site visits:
 - a) The DR Board shall visit the site and meet with representatives of the Employer/Board and the Contractor and the Nodal Officer or his nominee at regular intervals, at times of critical construction event and at the written request of either party. The timing of site failing agreement shall be fixed by the DR Board.
 - b) Site meetings shall consist of an informal discussion of the status of the construction of the work followed by an inspection of the works, both attended by personnel from the Employer/Board, the Contractor and the Nodal Officer or his nominee.
 - c) If requested by either party or the DR Board, the Employer/Board will prepare minutes of the meeting and circulate them for comments of the parties and the Nodal Officer or his nominee.
- (11) Procedure for disputes referred to the DR Board:
 - a) If either party objects to any action or inaction of the other party or the Nodal Officer or his nominee, the objecting party may file a written Notice of Dispute to the other party with a copy to the Nodal Officer or his nominee stating that it is given pursuant to Clause (number) and stating clearly and in detail the basis of the dispute.
 - b) The party receiving the Notice of Dispute will consider it and respond in writing within 7 days after receipt.
 - c) This response shall be final and conclusive on the subject, unless a written appeal to the response is filed with the responding party within 7 days of receiving the response. Both parties are

encouraged to pursue the matter further to attempt to settle the dispute. When it appears that the dispute cannot be resolved without the assistance of the DR Board either party may refer the dispute to the DR Board by written Request for Recommendation to the Board, the other party and the Nodal Officer or his nominee stating that it is made pursuant to (insert relevant clause no.)

- d) The request for recommendation shall state clearly and in full detail of the dispute to be considered by the DR Board.
- e) When a dispute is referred to DR Board and the DR Board is satisfied that the dispute requires the DR Board's assistance, the DR Board shall decide when to conduct a hearing on the dispute. The DR Board may request that written documentation and arguments from both parties be submitted to each DR Board Member before the hearing begins. The parties shall submit in so far as possible agreed statement of the relevant facts.
- f) During the hearing, the Contractor, the Employer/Board and the Nodal Officer or his nominee shall each have ample opportunity to be heard and to offer evidence.

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

12. Conduct of Hearings:

- a) Normally hearing will be conducted at the site, but any location that would be more convenient and still provided all required facilities and access to necessary documentation may be utilized by the DR Board. Private session of the DR Board may be held at any location convenient to the DR Board.
- b) The Employer/Board, the Nodal Officer or his nominee and the Contractor shall have representative at all hearings.
- c) During the hearings, no DR Board member shall express any opinion concerning the merit of any facet of the case.
- d) After the hearings are concluded, the DR Board shall meet privately to formulate its Recommendations. All DR Board deliberations shall be conducted in private, with all individual view

kept strictly confidential. The DR Board's Recommendations, together with an explanation of its reasoning shall be submitted in writing to both parties and to the Nodal Officer, or his nominee. The Recommendation shall be based on the pertinent contract provisions, applicable law and regulation, and the facts and circumstance involved in the dispute.

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

13. If during the contract period, the Employer/Board and the Contractor are of the opinion that the Dispute Review Board is not performing its functions properly, the Employer/Board and the Contractor may together disband the Disputes Review Board. In such an event, the Disputes shall refer to Arbitration straightway.

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

**Signature & Seal
of Contractor
AUTHORITY**

**Superintending Engineer (E)
DEENDAYAL PORT**

Section VIII

Integrity Pact

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

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

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

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

**Seal & Signature
of Contractor
AUTHORITY**

**Superintending Engineer (E)
DEENDAYAL PORT**

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"**

Preamble: The Principal intends to award, under laid down organizational procedures, contract/concession for Tender No. The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with its Bidders. The Central Vigilance Commission (CVC) has been promoting Integrity, transparency, equity and competitiveness in Government / PSU transactions and as a part of Vigilance administration and superintendence, CVC has, recommended adoption of Integrity Pact and provided basic guidelines for its implementation in respect of major procurements in the Government Organizations in pursuance of the same, the Principal agrees to appoint an external independent Monitor who will monitor the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

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

(a) No employee of the Principal, personally or through family members, will in connection with the 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 (Rtd.) & Shri Saurabh Chandra, IAS (Rtd.) 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/Contractor. 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 intentions.

For the Principal
Bidder/Contractor

For the

Place: Gandhidham

Witness-1.....

Witness-2

Date: dd/mm/2022

1. The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (as per Bid Response sheet No.10 and Shri P K Gopinath, IPoS (Retd.) has been nominated as Independent External Monitor for the Integrity Pact whose address is as under:

2. Shri S. K. Sarkar, IAS (Rtd.) B-104, Nayantara Appt., Plot 8 B, Sec. 07, Dwarka New Delhi – 110 075. Mobile No. 98111 49324 Email : sksarkar1979@gmail.com	Shri Saurabh Chandra, IAS (Rtd.) A-9, Sector 30, NOIDA (U.P.) PIN 201301 Mobile No.: 98713 22313 Email : saurabh7678@yahoo.co.in
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