DEENDAYAL PORT AUTHORITY

(An ISO 9001:2008 & ISO 14001:2004 Certified Port)

MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION

TENDER NO. EL/AC/2783

TENDER FOR

“Operation & Maintenance Contract of 2 No“s ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years”

PORT OFFICE:
SUPERINTENDING ENGINEER (E)
ELECTRICAL DIVISION
DEENDAYAL PORT AUTHORITY
GROUND FLOOR, PORT & CUSTOM BUILDING,
NEW KANDLA - 370 210
GUJARAT – INDIA
PHONE NO.: (02836)270352

CONTENTS OF TENDER DOCUMENT

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DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO. EL/WK/2783

Superintendent Engineer (Electrical), DPA, New Kandla invites tender in Online E-tendering system for the work of **"Operation & Maintenance Contract of 2 No"s ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two year."**

Estimated Cost Rs. **11,02,80,000/-**

Tender Pre-Bid Meeting on:- 06/07/2023 at 15.00 hrs

Last date of downloading: 26/07/2023 upto 14:00 hrs.

Last date and time of submission of E-tender only on website https://kpt.nprocure.com: on 26/07/2023 up to 14:00 Hrs.

Date and time for opening of E-tender: 26/07/2023 at 14:30 hrs.

Tender shall be downloaded from web site: https://kpt.nprocure.com and also available on http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in.

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

Superintendent Engineer (Electrical)
Deendayal Port Authority

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Port & Customs Building, Ground Floor, New Kandla-(Kutch)-370210
Tender Notice No.	**EL/AC/2783**
Name of Project	-Operation & Maintenance Contract of 2 No‘s ITALGURU make Harbour Mobile Cranes 120T along with Grabs inside cargo jetty area for a period of Two year‖
Name of Work	—Operation & Maintenance Contract of 2 No‘s ITALGURU make Harbour Mobile Cranes 120T along with Grabs inside cargo jetty area for a period of Two year‖
Estimated Contract Value (INR)	**Rs. 11,02,80,000 /-**
Period of Completion (in Months)	24 Months from the date of issue of Work Order
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single Currency
Integrity Pact	**Integrity Pact agreement duly signed by the bidder and two witnesses (witnesses sign also to be obtained by the bidder) is also required to be submitted in preliminary bid.**
Tender Currency Settings	Indian Rupee (INR)
Pre-Qualification Criteria for eligible bidders	**PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:** The Bidders shall fulfil 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 **Rs. 165.42 Lakhs.** Certificate should be issued by Chartered Accountant. **(It is common for all type of bidders)** **In case the bidder is an OEM/Contractor who is submitting bid as per similar work definition no. 1 to 5:** **B)** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: **i)** Three similar completed works each costing not less than the amount equal to **Rs. 220.56 Lakhs.** Or **ii)** Two similar completed works each costing not less than the amount equal to **Rs. 275.70 Lakhs.** Or **iii)** One similar completed work costing not less than the amount equal to **Rs. 441.12 Lakhs.**

IMPORTANT:

(i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

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

Assessed Available Bid capacity = A x N x 2 –B,

Where,

—N‖ = Number of years prescribed for completion of the subject contract.

—A‖ = Maximum value of works executed in any one year during last seven years (at current price level).

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

Financial Year	21-22	20-21	19-20	18-19	17-18	16-17	15-16
Index	139.4	123.4	121.8	119.8	114.9	111.6	109.7
Multiplying Factor	1.00	1.13	1.14	1.16	1.21	10.25	1.27

IMPORTANT:

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

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

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

	completed work. **Note:** **(i)** The particular row in the TDS certificate (Form 16 or Form 26A), which indicates the credit of the payment received from the client, **should be highlighted.** **(ii)** Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. **The statement should be signed by the Chartered Accountant.** (iii) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained. **E)** In case the bidder is/has handling/handled cargo **(except liquid and containerized cargo)** on captive or common user basis in any sea/dry port by deploying 100 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have **handled at least 4.00 MMT cargo in all or any of the such five years** (except liquid and containerized cargo). **It is applicable for similar work defined at sr. No. 6.** **Note:** The bidder, submitting tender under this category, is not required to submit documents mentioned at —B‖, —C‖ and —D‖ above but has to submit following documents: - (1) Copy of license/permission issued by the competent authority of the concerned sea/dry port in the name of the bidder along with period of cargo handling operation in the sea/dry port. (2) Satisfactory performance certificate & confirmation for payment of Agreed Royalty share by the competent authority of the concerned sea/dry port. (3) Letter confirming capacity of crane deployed by the bidder and its type i.e. HMC etc. for which license/permission is issued. (4) Year wise quantity of cargo (except liquid and containerized cargo) handled during the license/permission period issued by the competent authority of the concerned sea/dry port in the name of the bidder. (5) A letter confirming the period of cargo handling operation in the sea/dry port for which the license/permission is issued.
Similar works	(1) Design, manufacture, supply, installation, testing, commissioning cargo handling equipment i. e. stacker/re-claimer/ stacker cum re-claimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC. (Note: It is implied that the bidder submitting tender under this category, is having the experience of maintenance and operation being the manufacturer of cargo handling equipment.

	Hence, the requirement of having experience of maintenance and operation is not mandatory.) OR (2) Installation, Testing, Commissioning, maintenance and operation of above mentioned cargo handling equipment having PLC. (Note: It is implied that the bidder submitting tender under this category is having the experience of maintenance. Hence, the requirement of having experience of maintenance is not mandatory. Regarding, having experience of operation, if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order. OR (3) AMC of above cargo handling equipment having PLC. (Note: if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order. OR (4) O & M of above-mentioned cargo handling equipment having PLC. OR (5) Combination of any of the (1), (2), (3) & (4). OR (6) Deployment of 100 T or above capacity stacker/re-claimer/ stacker cum re-claimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/ hired) in any sea/dry port. In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 100 T or above capacity stacker/re-claimer/ stacker cum re-claimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years **(except liquid and containerized cargo).**
Joint Venture	Not applicable
Rebate	Not applicable
Bid Document Fee	**Rs. 5000 + 900 (GST)= 5900/-** Present rate of GST is 18% (non-refundable) /- (Five Thousand Nine Hundred Only) Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on -(n) procure website.‖. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per national Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

Level	Description
Section – C	Manufacturing

	Division – 28	Manufacture of machinery and equipment n.e.c.
	Group - 281	Manufacture of general-purpose machinery
	Class – 2816	Manufacture of lifting and handling equipment
	Sub Class - 28162	Manufacture of other lifting and handling equipment and parts thereof
	Or	
	Level	**Description**
	Section – C	Manufacturing
	Division – 33	Repair and installation of machinery and equipment
	Group - 331	Repair of fabricated metal products, machinery and equipment
	Class – 3315	Repair of transport equipment, except motor vehicles
	Sub Class - 33150	Repair of transport equipment, except motor vehicles
	Or	
	Level	**Description**
	Section – H	Transportation and storage
	Division – 52	Warehousing and support activities for transportation
	Group - 522	Support activities for transportation
	Class – 5224	Cargo handling
	In case of Micro and Small Enterprise (MSEs) please see the condition below.	
Bid Document Fee Payable To	Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.	
	Level	**Description**
	Section – C	Manufacturing
	Division – 28	Manufacture of machinery and equipment n.e.c.
	Group - 281	Manufacture of general-purpose machinery
	Class – 2816	Manufacture of lifting and handling equipment
	Sub Class - 28162	Manufacture of other lifting and handling equipment and parts thereof
	Or	
	Level	**Description**
	Section – C	Manufacturing
	Division – 33	Repair and installation of machinery and equipment
	Group - 331	Repair of fabricated metal products, machinery and equipment
	Class – 3315	Repair of transport equipment, except motor vehicles

	Sub Class - 33150	Repair of transport equipment, except motor vehicles
	Or	
	Level	**Description**
	Section – H	Transportation and storage
	Division – 52	Warehousing and support activities for transportation
	Group - 522	Support activities for transportation
	Class – 5224	Cargo handling
	Sub Class - 52242	Cargo handling incidental to water transport
Bid Security/ EMD (INR):	**Rs.11,02,800/-** (Rupees Eleven Lakhs Two Thousand Eight Hundred only) Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on -(n) procure website.||. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per national Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.	
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<tr><td colspan="2">NOTE:- Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact (duly signed by bidder and witnesses) are received electronically.</td></tr>
<tr><td>Bid Document Downloading Start Date</td><td colspan="2">27/06/2023 on 17.00 Hrs.</td></tr>
<tr><td>Bid Document Downloading End Date</td><td colspan="2">26/07/2023 pto 14:30 Hrs.</td></tr>
<tr><td>Date & Place of Pre Bid Meeting</td><td colspan="2">06/07/2023 @ 15:00 Hrs. in the Old Board Room, A.O. Building, Gandhidham</td></tr>
<tr><td>Last Date & Time for Receipt of Bids</td><td colspan="2">26/07/2023 @ 14:00 Hrs.</td></tr>
</table>

Downloading websites	https://kpt.nprocure.com, http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in.
Bid Validity Period	120 Days
Condition	(1) Tender Fee:-Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Auhtority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on —(n)procure website.‖. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

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<tr><td></td><td>3) Integrity pact duly signed by bidder and witnesses.

Accordingly, offer of those bidders shall only be opened whose EMD , Tender Fee and Integrity pact (duly signed by bidder and witnesses) are received electronically.</td></tr>
<tr><td>Remarks</td><td>The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.</td></tr>
<tr><td>Bid Opening Date</td><td>Technical Bid will be opened on 26/07/2023 15:00 Hrs. Date ofopening of price bid shall be notified after scrutiny and evaluation of Technical Bid.</td></tr>
<tr><td>Documents required to be submitted by scanning through online</td><td>a. Documents in support of fulfilling Qualifying Criteria as indicated above.
b. EMD -As indicated above.
c. Tender fee - As indicated above.
d. Integrity pact (duly signed by bidder and witnesses)
e. Documents Mentioned in Eligibility Criteria.</td></tr>
<tr><td>Officer- Inviting Bids:</td><td>S.E (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210.</td></tr>
<tr><td>Bid Opening Authority :</td><td>Superintendent Engineer (Electrical)</td></tr>
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Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Address:	S.E (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	S.E (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210, Phone: 02836-270209, 271010, 270342, Fax No. 02836 271010, 270184
Corrigendum, if any, will be placed on websites only.	

In case, bidders need any clarifications or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address: -
(n) Code Solutions-A division of GNFC Ltd.,9
(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmadabad – 380054 (Gujarat)
Contact Details:
Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, 525)
Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533
E-mail: nprocure@gnvfc.net
TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, 525)

Superintendent Engineer (Electrical)
Deendayal Port Authority

Section – I
Instruction to Bidders

A. GENERAL

1. Scope of Bid

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

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

2. Source of funds

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

3. Eligible Bidders

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

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

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

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

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

4. Eligibility Criteria:

4.1 The Bidders shall fulfil 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 **Rs. 165.42 Lakhs**. Certificate should be issued by Chartered Accountant. (It is common for all type of bidders)

In case the bidder is an OEM/Contractor who is submitting bid as per similar work definition no. 1 to 5:

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

Operation & Maintenance Contract of 2 No‘s ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years‖

i) Three similar completed works each costing not less than the amount equal to **Rs. 220.56 Lakhs.**

Or

ii) Two similar completed works each costing not less than the amount equal to **Rs. 275.70 Lakhs**

Or

iii) One similar completed work costing not less than the amount equal to **Rs. 441.12 Lakhs.**

Note: (a) A copy of the completion certificate in respect of the successfully completed similar work.

(b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:

(1) Name of Contractor
(2) Name of Work
(3) No. of work order/agreement and date
(4) Contract value
(5) Contract period (6) Date of commencement of work
(7) Date of completion
(8) Value of Work executed during the contract period/original contract period
(9) Date of issue of completion certificate.

IMPORTANT:

(i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(iii) If a part or a component of work is completed **but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.**

(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

C) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:
Assessed Available Bid capacity = A x N x 2 –B,
Where,
—N‖ = Number of years prescribed for completion of the subject contract.
—A‖ = Maximum value of works executed in any one year during last seven years (at current price level).
—B‖ = Value at current price level of existing commitments and on-going works to be completed in the next ‘N‘ years. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

Operation & Maintenance Contract of 2 No‘s ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years‖

Financial Year	21-22	20-21	19-20	18-19	17-18	16-17	15-16
Index	139.4	123.4	121.8	119.8	114.9	111.6	109.7
Multiplying Factor	1.00	1.13	1.14	1.16	1.21	10.25	1.27

IMPORTANT:

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

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

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

Note:

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

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

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

E) In case the bidder is/has handling/handled cargo **(except liquid and containerized cargo)** on captive or common user basis in any sea/dry port by deploying 100 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have **handled at least 4.00 MMT cargo in all or any of the such five years** (except liquid and containerized cargo). **It is applicable for similar work defined at sr. No. 6.**

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

(1) Copy of license/permission issued by the competent authority of the concerned sea/dry port in the name of the bidder along with period of cargo handling operation in the sea/dry port.

(2) Satisfactory performance certificate & confirmation for payment of Agreed Royalty share by the competent authority of the concerned sea/dry port.

(3) Letter confirming capacity of crane deployed by the bidder and its type i.e. HMC etc. for which license/permission is issued.

(4) Year wise quantity of cargo (except liquid and containerized cargo) handled during the license/permission period issued by the competent authority of the concerned sea/dry port in the name of the bidder.

(5) A letter confirming the period of cargo handling operation in the sea/dry port for which the license/permission is issued.

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Similar Works:

(1) Design, manufacture, supply, installation, testing, commissioning cargo handling equipment i. e. stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC. (Note: It is implied that the bidder submitting tender under this category, is having the experience of maintenance and operation being the manufacturer of cargo handling equipment. Hence, the requirement of having experience of maintenance and operation is not mandatory.)

OR

(2) Installation, Testing, Commissioning, maintenance and operation of above-mentioned cargo handling equipment having PLC. (Note: It is implied that the bidder submitting tender under this category is having the experience of maintenance. Hence, the requirement of having experience of maintenance is not mandatory. Regarding, having experience of operation, if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order.

OR

(3) AMC of above cargo handling equipment having PLC. (Note: if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order.

OR

(4) O & M of above-mentioned cargo handling equipment having PLC.

OR

(5) Combination of any of the (1), (2), (3) & (4).

OR

(6) Deployment of 100 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/ hired) in any sea/dry port. In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 100 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years (except liquid and containerized cargo)

INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL		
Sr. No.	**Instruction**	**Precautions**
1	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned and uploaded by giving specific name of the documents e.g. name of client. In case along with the documents related to similar work experience, the bidder also scans and includes average annual turn over certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal.	The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible. No unrelated document should be scanned and included with the specific set of scanned document. Every document should be specifically named and separately uploaded for its identification.

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

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

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

b. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited (**Not applicable for applicant having Similar Work sr. no. 6)**.

c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts. (**Not applicable for applicant having Similar Work sr. no. 6)**.

d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year.

e. Duly filled Forms mentioned in Section – IV- Part – I.

f. PAN, Registration with GST, Provident Fund Authorities.

g. Valid Electrical Contractor License issued by respective State / Central Govt.

h. EMD = Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid

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

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

OR

Level	Description
Section – C	Manufacturing
Division – 33	Repair and installation of machinery and equipment
Group - 331	Repair of fabricated metal products, machinery and equipment
Class – 3315	Repair of transport equipment, except motor vehicles
Sub Class - 33150	Repair of transport equipment, except motor vehicles

OR

Level	Description
Section – H	Transportation and storage
Division – 52	Warehousing and support activities for transportation
Group - 522	Support activities for transportation
Class – 5224	Cargo handling
Sub Class - 52242	Cargo handling incidental to water transport

Accordingly, offer of those bidders shall only be **opened whose Tender Fees, Bid security i.e. EMD and signed Integrity Pact is received electronically in the preliminary bid.**
Further, for the purpose of realization, bidder shall send the same in original to S.E(E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the SE (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening failing which the bid shall be treated as non-responsive.

i Tender fee = Through on line transfer in PNB bank account no. 2177000100022538 - Deendayal Port Trust - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid.

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

OR

Level	Description
Section – C	Manufacturing
Division – 33	Repair and installation of machinery and equipment
Group - 331	Repair of fabricated metal products, machinery and equipment
Class – 3315	Repair of transport equipment, except motor vehicles
Sub Class - 33150	Repair of transport equipment, except motor vehicles

Operation & Maintenance Contract of 2 No‘s ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years‖

OR

Level	Description
Section – H	Transportation and storage
Division – 52	Warehousing and support activities for transportation
Group - 522	Support activities for transportation
Class – 5224	Cargo handling
Sub Class - 52242	Cargo handling incidental to water transport

i.

j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.

k. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.

l. Power of attorney (dully accompanied by resolution of Board in case of company).

m. Qualifications and experience of key site management and technical personnel proposed for the contract.

n. The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones. (Not Applicable) **(Modified as per Clause No. 19 under Special Conditions, Section-III)**

o. The completion certification should invariably mention the reference no. of work order, the date of completion and contract value.

p. The copy of the work order shall also be submitted for which the bidder is submitting completion certificate.

q. In case the similar work has been executed for any private body, the bidder will produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

r. Bidders should give an undertaking that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non-genuine.

s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.

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

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

5. One Bid per Bidder

5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will be disqualified. The bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

6. Joint Venture (Modified as per Clause No. 18 under Special Conditions, Section-III)

In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as —lead partner‖ for participating in the

tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

7. Cost of Bidding

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

8. Site Visit

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

B. <u>Bidding Documents</u>

9. Content of Bidding Documents

9.1 The set of bidding documents comprises the documents listed below and addenda issued in accordance with clause-19:

- **Bid Reference No. EL/WK/2783**
- **NIT : Invitation for Bids**
- **Section I : Instruction to Bidders**
- **Section II : General Conditions of Contract**
- **Section III : Special Conditions of Contract**
- **Section IV : Forms of Bid**
- **Section V : Scope of Work & Technical Specifications**
- **Section VI : Bill of Quantities**
- **Section VII : Drawings**
- **Section VIII : Integrity Pact**

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

9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

10. Clarifications of the Bidding Documents

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

10.2 Pre–Bid meeting

10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on XX/XX/2023 @ XX:XX hrs at Old Board Room, A.O Building, Gandhidham. The bidders /

representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

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

10.2.3 Pre – Bid clarifications will be uploaded in https://kpt.nprocure.com, www.deendayalport.gov.in or www.eprocure.gov.in website without disclosing source of enquiry.

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

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

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

11. Language of Bid

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

12. Documents comprising the Bid

The bid submitted by the bidder shall comprise the following:

A) Technical Bid:

i) Bid Security i. e. EMD ,Tender Fees and Integrity Pact (Preliminary Bid)

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

B) Financial Bid:

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

13. Bid Prices

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

13.2 The prices shall be quoted inclusive of all Taxes, Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work.

14. Currencies of Bid and Payment

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

15. Bid Validity

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

15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing.

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

16. Bid Security

16.1 EARNEST MONEY DEPOSIT (EMD)

The tender shall be accompanied by Earnest Money Deposit of Rs. 11,02,800 **(Rupees Eleven Lacs Two Thousand Eight Hundred Only).**

(i) The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on line transfer in PNB bank account no. 2177000100022538 – Deendayal Port Trust (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on —(n) procure website.‖.

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid

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

Or

Level	Description
Section – C	Manufacturing
Division – 33	Repair and installation of machinery and equipment
Group - 331	Repair of fabricated metal products, machinery and equipment
Class – 3315	Repair of transport equipment, except motor vehicles
Sub Class - 33150	Repair of transport equipment, except motor vehicles

Or

Level	Description
Section – H	Transportation and storage
Division – 52	Warehousing and support activities for transportation
Group - 522	Support activities for transportation
Class – 5224	Cargo handling
Sub Class - 52242	Cargo handling incidental to water transport

in order to become eligible for exemption from payment of EMD. It may be noted that exemption certificate issued by any other authority will not be entertained. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

(a) EMD

(i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 9) as per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.

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

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

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

(b) Bid Security i.e. EMD will be forfeited if: **Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years and EMD may be forfeited, if:**

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

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

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

a) sign the Agreement or

b) furnish the required performance Guarantee.

(iv) The bidder submits more than one bid.

17. Alternative Proposals by Bidders

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

18. Format and Signing of Bid

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

19. Amendment of Bidding Documents

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

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

19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

D. <u>Submission of Bids</u>

20. Submission of Bids

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

(n) code Solutions,

A Division of GNFC,
301 GNFC Info tower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

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

20.1 The envelopes shall be addressed to:

(b) Superintendent Engineer (E)
Deendayal Port Authority
Electrical Division,
Ground Floor,
Port & Customs Building,
New Kandla – 370210.
Gujarat-State.

(c) bear the following identification:
Accompaniments for **"Operation & Maintenance Contract of 2 Nos. Italguru make Harbour Mobile Cranes of 120T along with Grabs inside cargo jetty area for a period of Two years"**
Bid reference No **EL/WK/2783** Name and address of the bidder.

21. Deadline of Submission of the Bids

21.1 Bids must be received by the employer in On-Line System at websites https://kpt.nprocure.com not later than 14:00 Hrs on XX/XX/2023.

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

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

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

22. Late Bids

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

23. Modification and Withdrawal of Bids

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

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

23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, the bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

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

24. Bid Opening

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

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

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

24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the https://kpt.nprocure.comand www.deendayalport.gov.in as well as www.eprocure.gov.in.

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

25. Clarification of Bids

25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. The request for clarification and the response shall be in writing, but no change in the price of substance of the Bid shall be sought, offered, or permitted.

25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

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

26. Examination of Bids and Determination of Responsiveness

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

(a) has been properly digitally signed,

(b) meets the eligibility criteria defined

(c) is accompanied by the required Bid Securing Declaration and tender fees;

(d) is responsive to the requirements of the Bidding documents.

(e) Goods & Service Tax number to be quoted invariable by bidder.

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

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

27. Evaluation and Comparison of Bids

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

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

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

F. <u>Award of Contract</u>

28 Award Criteria (Modified as per Clause No. 1 under Special Conditions, Section-III)

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

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

(a) split the work and award the work in favour of more than one firm

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

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

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

30. Letter of Intent:

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

31. Notification of Award and Signing of Agreement

i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the —Letter of Intent||) the contract amount, completion period of the work etc. will be mentioned in line with the tender conditions.

ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.

iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) / 28 days (Global Bid) of issue of the notification of award (Letter of Intent). The

agreement will incorporate all correspondence between the employer and the successful bidder.

32. Contract Agreement:

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

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

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

32.3. The contract period shall be reckoned from the date of issue of Work Order to commence the work.

i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs. 300/-)

ii) The Agreement should be submitted in duplicate and the date of execution is to be kept blank.

iii) Each page of the document is to be signed by the Contractor/ his authorized representative by indicating his full name.

iv) If the Contractor is a partnership firm, then a copy of the Partnership Deed and in case it is a Company, a copy of Memorandum and Articles of Association along with Registration Certificate is to be submitted.

v) If the agreement is signed by a Partner/ a Director/ an authorized person of the firm, in such case, a certified true copy of the power of attorney/ letter of authority given by the firm/ company to the signatory of the Contractor firm is to be submitted.

vi) The entire agreement should be in type written form/ computer printed form.

vii) Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.

viii) All corrections/ additions made in the agreement are to be initialled.

33. Performance Security

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

1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of Bank Guarantee, or Demand Draft within 21 days, on receipt of Letter of Intent and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.

2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Intent, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

3) The Port Trust will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

4) The 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.

5) The balance Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.

6) If applicable, the documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

34. Issue of Work Order

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

35. Time Schedule

The Contract shall be effective from the date of issue of Work Order and the work shall be completed within 24 month from date of issue of Work Order.

36. Corrupt or Fraudulent Practices

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

(a) defines the following for the purpose of these provisions:

(i) —Corrupt practice|| means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) —fraudulent practice|| means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.

(b) will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

Signature & Seal Of Contractor | **Superintendent Engineer (E) Deendayal Port Authority**

SECTION – II

GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

a. -**Employer**|| means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.

b. -**Contractor"** means the person or persons, firm, corporation or company whose tender has been accepted by the employer and includes the Contractor‘s servants, agents and workers, personal representatives, successors and permitted assigns.

c. **"Contract"** means and includes Tender Documents, Instructions to Bidders, General Conditions of Contract, Drawings, Specifications, and Schedules etc., any amendments thereto, Bid, Letter of Intent, Contract Agreement and the work order.

d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes and excise duties to be paid to state or central Government.

e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as may be from time to time be furnished or approved in writing by the employer.

f. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.

g. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the contractor under the contract.

h. The **"Site"** shall mean the whole of the premises, buildings and grounds in or upon which the system or works is or are to be provided, executed, erected, done or carried out.

i. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.

j. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by

the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.

k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried out as per the requirement of the _employer'.

l. **"Approved" or "Approval"** shall mean approval in writing.

m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.

n. **"Day"** re calendar days, **"months"** are calendar months

o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.

p. **"Material"** are all supplies, including consumables, used by the contractor for incorporation in the works.

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

2. Use of Contract Document:

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

3. Change Orders:

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

a. Increase or decrease or split the quantity of work included in the contract,
b. Omit any such work,
c. Change the character, quality or kind of any such work,
d. Change the dimensions of any such work,
e. Change in Location
f. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.

g. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute

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

b) Jurisdiction of Courts:

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

5. Force Majeure:

5.1 In the event that the Contractor is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor‘s men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.

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

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

6. Compliance with Statutes, Regulations:

The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central Govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen‘s Compensation Act, Employees‘ Provident Fund and Family Pension Fund Act, Employees‘ State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of

contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

7. Payment Terms: (Modified as per Clause No. 1(B) under Special Conditions, Section-III)

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

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

i. 70% of above item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

ii. 20% of item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and 90% of item rate for item covers only supply/laying/fixing (if any).

iii. 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

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

i) 95% payment after deducting 5% as retention money towards performance security

NOTE:

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

Bank Payment Agreement Form

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

Declaration by the party

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

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance (Modified as per Clause No. 2 under Special Conditions, Section-III):

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

a) loss of or damage to the works, plan and materials

b) loss of or damage to equipment

c) loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and

d) personal injury or death

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

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

8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.

8.5 During erection and till the work is completed and satisfactory taken over by the D.P.T after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

9. Time Extensions:

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

i) Changes ordered by Deendayal Port Authority.

ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.

iii) Force Majeure.

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

10. Time is the essence of the contract:

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

11. Liquidated Damages (Modified as per Clause No. 3 under Special Conditions, Section-III):

11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week or delay or part thereof subject to a maximum of 10% of the contract price.

11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.

11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.

11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.

11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.

11.6 In case part / portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

12. Variations:

12.1 Variation in Conditions of Contract:

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

12.2 Variation in Quantities of Schedule – B:

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

13. Acceptance:

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

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

14. Guarantee

14.1 The guarantee/Warranty period shall be valid up to 6 / 12 months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).

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

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

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

15 Taxes:

GST Clause:

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

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

Deduction of Income-Tax:

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

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

16. Deduction:

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

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

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

17. Subcontracts:

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

18. Idle Charges:

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

19. Personal Protective Equipment: (PPE)

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

20. Conduct:

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

21. Accident:

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

22. Watch and ward:

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

23. Termination:

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

(i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;

(ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

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

23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the

afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

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

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

a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.

b) The contractor becomes bankrupt.

c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and

d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

e) For the purpose of this paragraph: —corrupt practice‖ means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. —Fraudulent practice‖ means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition‖.

f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

g) Any material lying at site will not be removed without the prior written permission of Engineer In Charge.

24. Arbitration Clause:

(I) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.

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

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

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

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

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

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

(VII) It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

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

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

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

(XI) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be pied equally by both the parties.

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

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

(XIV)(XIV)

25. Indemnification:

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

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

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

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

27. Delegation

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

28. Communications

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

29. Personnel:

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

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

30. Employer"s Obligation (Modified as per Clause No. 4 under Special Conditions, Section-III)

(i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.

(ii) The employer will not provide Port Authority quarters, during the tenure of contract.

(iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.

(iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a -Completion Certificate with the approval of the Chief Mechanical Engineer, the employer.

31. Queries about the Technical Data

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

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

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

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

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

33. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee

of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

34. Access to the site

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

35. Instructions

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

36. Safety

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

Quality Control

37. Identification of Defects

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

38. Correction of Defects

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

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

39. Uncorrected Defects

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

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40. Employer“s right of Rejection:

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

41. Removal of Rejected goods:

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

42. Use of Contract Document:

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

43. Memorandum of Settlement:

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

44. Deviations:

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

45. Approvals:

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

46. Third Party Inspection:

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

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

ii. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.

iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.

iv. The above stage payment shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per **Payment Terms.**

47. Bar Chart

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

48. Engagement of Labour:

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

49. Police verification of contract labour

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

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

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

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

a) Submission of Labour Reports by Every Fortnight:

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

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

b) No Labour Below 14 Years:

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

50. Registers to be maintained at site:

1. Site order Book:

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the contractor shall sign each entry in the site order book as a token of his having seen the

same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

2. Hindrance Register

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

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

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

52. Tools & Tackles:

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

53. Hot work: (Modified as per Clause No. 15 under Special Conditions, Section-III)

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be provided by DPA free of cost obtained from the concerned authorities of the port.

54. Indian Dock Safety Regulations:

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

55. Valid Electrical Contractor License and Electrical Supervisor Certificate: (Modified as per Clause No. 20 under Special Conditions, Section-III)

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

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

56. Action where no Specifications are specified:

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

57. Undertaking by the Contractor:

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

58. Labour License:

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging 10 or more workers on any day during execution of work.

59. Fraudulent documentation by bidders:

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

Signature & Seal of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

SECTION –III
SPECIAL CONDITIONS

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

1(A) Issue of work order (This clause may be read with clause No. 28 of Section-I)

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

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

2 (B) Payment Terms (Cl. 7 of Section II is replaced as below):

All payments shall be made in Indian rupees unless specifically mentioned.
(1) Running account monthly bill account payment.

Monthly payment will be released on the submission of bill in the prescribed format along with invoice in triplicate and spiral binding of following documents.

Documents to be submitted	
1.	Duly filled applicable maintenance schedule filled up and complete in all respect with a specific certificate from concerned EIC that the maintenance work has been carried out by the contractor is satisfactorily.
2	Copy of Labour Licensee issued by ALC (if applicable and to be given only once except in case extension or issue of new labour license after it"s validity period)
3	Duly filled in labour report for the billing period
4	Statement showing the name employees engaged during the billing period, designation, minimum monthly pay (basic pay + DA) as declared by the central government for area C from time to time and actual monthly pay paid.
5	A copy of the bank statement or pass books showing the corresponding amount of payment credited during the billing period. The salary is mandatory to be credited in the bank account of the staff engaged by the contractor.

6	TPIA certificate of billing period.
7	Compliance of the observations, if any, raised by TPIA during previous bill.
8	A certificate that PPE kit has been provided to the staff engaged by the contractor.
9	Copy of insurance policy (To be given only once except in case of extension or renewed insurance policy)
10	A certificate mentioning about any change in the staff engaged during the billing period. If any changes in staff has been made, the staff profile as per Clause no. 2(a) and (b) of Section V and their police verification certification are required to be submitted.
11	Submission of muster roll of the billing period mentioning the name of staff engaged by the contractor. The muster roll should match with the attendance sheet. This will be the base for ascertaining pay and overtime of staff.
12	A statement showing the status of the all activities for which penalties is to be levied. In case of not imposition of penalty, a "nil" statement is required to be submitted
13	A copy of combined challan generated from website of Employees" Provident Fund Organization and a challan statement prepared by the contractor showing the details of deduction of subscription at the applicable rates (present rate is 12%) done by the contractor from the salary of the staff engaged by the contractor for the work should be submitted. In the challan statement the PF No. And UAN No. Of each staff engaged by the contractor should invariably mentioned. No postponement of the provident fund deduction will be allowed.
14	shift-wise through put report of crane operation as per the format provided by EIC.
Note: (i) The payment of final bill will be subject to handing over of port quarter and office spaces, if any, allotted to the contractor and clearance of all outstanding dues. (ii) Above documents are not exhaustive, the contractor is required to submit document/information as required by EIC from time to time during the contract period. (iii) The monthly payment will be released after deduction of tax, penalty, if any or any other charges applicable as per the conditions of the accepted tender.	

1.1	**At the time of taking over of crane by the contractor on as and where basis**
(A)	If any crane is laying idle for a period of 12 months but it is in working condition with the written approval of the DPA, the replacement of oil and lubrication will be carried out by the contractor and the cost towards such one-time replacement of oil and lubrication will be reimbursed by DPA on submission of the invoice raised by the supplier in favour of the contractor as per actuals. Such procurement will be limited to Rs. 10.00 lacs in each case. In case, the procurement cost is more than Rs. 10.00 lacs the procurement will be directly done by DPA.
Note :	
(i)	The process of procurement of spare and payment will be regulated as per clause no. 09 of Section-III of the accepted tender.
(ii)	The decision of one-time replacement of oil and lubrication will be final and binding on the contractor.
(iii)	During such period, payment and requirement of staff will be regulated as per clause no. 1.2 of Section-III of the accepted tender
(iv)	The decision of one-time replacement of oil and lubrication will be final and binding

	on the contractor. Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.
(v)	No advance will be paid by DPA for procurement of material.
(vi)	The delivery period and penalty clause will be as per the policy of OEM.

(B)	**If any of the crane is in non-working condition at the time of taking over**
	If any of the crane is in non-working condition at the time of taking over the same in the beginning of the contract, the contractor is required to take necessary action for putting the crane into working condition by carrying out major repair or other than major repair as per the process and condition of the clause no. 10 of Section-III of the accepted tender.
Note :	
(i)	The contractor is liable for putting the crane into working condition only as per clause no. 1.1 (C) of Section-III of accepted tender. For making the crane traffic operation worthy i.e. replacement of wire ropes etc., the cost of spare parts will be borne by DPA as per clause no. 9 of Section-III of the condition of the accepted tender.
(ii)	At the time of taking over the crane by the contractor on as and where basis as per clause no. 1.1 of Section III of the accepted tender, for non- working cranes, the payment and requirement of staff will be regulated as per clause no.1.2 of Section-III of the accepted tender.
(iii)	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

(C)	**Parameters for considering crane in working condition**
	After every major repair or repair other than major repair, the crane will be considered for acceptance only after contractor shows basic five crane movements successful to the satisfaction of EIC as under: (1) Travel movement (2) Hold Movement (3) Close Movement (4) Luff Movement (5) Slew Movement

(D)	**Withdrawal of cranes during the currency of the contract**
a)	During the currency of the contract, DPA may withdraw any or all crane from operation by giving written notice to the contractor due to any reason which is not attributable to the contractor.
Note :	
(i)	In such cases, the contractor will be paid 50% of the monthly AMC cost of the particular crane and 06 nos. Maintenance staff per crane and all operators including relievers will be allowed for reduction engaged by the contractor for that particular crane
(ii)	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.
b)	During the currency of the contract, if the crane is required to be

	withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane or any other reason not attributable to DPA.
Note :	
(i)	In such cases, monthly payment and requirement of staff will be regulated as per clause no. 1.2 of Section-III of the accepted tender till the crane (s) are put into traffic operation.
	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.
1.2	**Reduced rate and staff strength during the currency of the contract in case of break down.**

Period	Rate of monthly payment	Per crane reduction of staff
After completion of 10 days from the date of written declaration of break down.	(1) Up to 10th day full payment (2) From 11th day 20% of the monthly AMC cost of the particular crane	Maximum reduction of 6 Maintenance staff & 3 operators per crane Note: In case both the cranes are under reduced rate, the operator, who is kept as reliever, will also be reduced.

2. Insurance (Cl. 8 of Section II is replaced as below):

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

a) Personal injury or death.

3. Liquidated Damages (Penalty) (Cl. 11 of Section II is replaced as below):

(I) The Contractor shall ensure that every Harbour Mobile Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for planned / preventive maintenance, Each Crane should be available minimum 90 % of total hour per month failing which penalty of Rs.1,000 per hour & part thereof and per crane will be imposed.

Availability calculation shall be computed as under.

Penalty calculation of Harbour Mobile cranes on monthly basis.

Period (Monthly)	Total hour in month	Number of hours the equipment"s are available for work. **A-(C+D)**	Number of hours the equipment are under major overhaul or under scheduled (or periodic) maintenance or under preventive maintenance in a month	Number of hours the equipment are under break down maintenance in a month	Minimum availability of 90% (in hours) A * 90%	Hours for which penalty to be imposed in case (B) is less than (E) **(E-B)**
	A	B	C	D	E	F

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

(II) SHORTFALL OF STAFF:

In case of any shortfall in deployment of maintenance staff as per Clause no. 2 (a) and (b) of Section-VI of Scope of work, penalty will be imposed as shown in the table below and part thereof will be levied.

Sr.	Designation	Penalty per shift
1	Service engineer	2000
2	Mechanical Engineer	2000
3	Electrical / Electronics Engineer	2000
4	Skilled Operator	2000
5	Highly skilled Hydraulic technician	1000
6	Electrical / Electronics Technician	1000
7	Welder cum Fitter	1000
8	Clerk	500
9	Cleaner / Helper	500
10	Signalman	500

(III) Non-submission of roaster for deployment of staff.

The contractor is required to submit the roaster for deployment of staff before commencement of AMC work and on each month. If the contractor fails to submit the same and get approval of EIC, a penalty of **Rs. 500.00** of that particular month's roaster per month will be imposed.

(IV) Delay in commencement of AMC work.

If the contractor fails to commence the work with full-fledged staff and with other requirements as per tender condition, penalty at the rate of **Rs. 25,000.00** per month will be imposed.

(V) Non maintenance of required quantity of consumables and lubrication.

During the contract period, if it is noticed that the contractor is not maintaining the nos. and quantity of consumables and lubrication as per Annexure-B, penalty of **Rs. 1000.00** per consumables/lubrication per month and part thereof will be levied till the same is brought or top up as per the requirement of tender condition.

Such consumables and lubrication which are mentioned in the Annexure-B and need to be brought by the contractor on as and when required basis, such consumables and lubrication is required to be brought by the contractor within seven days from the date of written instruction by the site in-charge, failing which penalty of Rs. 1000.00 per consumable per month.

Moreover, during the currency of the contract, DPA may give written orders to add new consumables/lubrication and its quantity. Such consumables/lubrication is required to be brought by the contractor at his own cost within 30 days from the date of issue of written order by DPA. From 31st day, a penalty of **Rs. 10,000.00** per consumables/lubrication per month.

(VI) Non maintenance of grabs

As per the certificate given by the SDO, if cargo is getting leaked from the grabs, the said leakage needs to be rectified within seven days from the day of written instruction by site in-

charge, failing which a penalty of **Rs. 1,000.00** per week and part thereof per grab (for first 30 days) will be levied till the date it is repaired by the contractor to the satisfaction of EIC.

(VII) Non engagement of OEM

If the contractor fails to bring the OEM on the site within the time period mentioned in clause no. 16 of Section III of the accepted tender, a penalty of **Rs. 20,000.00** per month and part thereof will be levied. In case of considerable delay at the discretion of EIC, DPA will engage the OEM at the risk and cost of the contractor and in such case, the penalty will be levied till the date of site visit made by the authorized representative of DPA.

(VIII) Non completion of activity mentioned in the maintenance schedules

In a month for which monthly payment has been claimed by the contractor, for non- execution of activity mentioned in the maintenance schedule, a penalty of **Rs. 20,000.00** will be levied per activity per month till the same is carried out by the contractor. The penalty will not be levied if a written extension is given by EIC for carrying out such a maintenance activity mentioned in the maintenance schedules in a future date. However, such extension will be given only once for that particular activity for that particular month in which it is to be carried out.

(IX) Not achieving minimum slab of average daily crane performance as per the applicable Scale of rates (SOR) from time to time.

The difference, if any, between the actual crane hire charges recovered from the stevedores and the notional crane hire charges that could not be recovered from the stevedores, discounting the detention period attributable to O&M contractor, will be recovered from the contractor. In this regard, SOR and Standing Operating Procedures (SOP) as approved by DPA from time to time will be applicable. The existing SOP is placed at Annexure-D. In this regard, an example is placed at Annexure-E.

(X) Non maintenance of required tools and tackles.

During the contract period, if it is noticed that the contractor is not maintaining the nos. and quantity of tools and tackles as per Annexure-C, penalty of Rs. 500.00 per tools and tackles per month and part thereof will be levied till the same is brought or top up as per the requirement of tender condition. Such tools and tackles which are mentioned in the Annexure-C and need to be brought by the contractor on as and when required basis, such tools and tackles is required to be brought the contractor within seven days from the date of written instruction by the site-in-charge, failing which penalty of Rs. 500.00 per tools and tackles per month will be Imposed till the same is brought by the contractor.

Moreover, during the currency of the contract, DPA may give written orders to bring new tools and tackles and its quantity. Such tools and tackles is required to be brought by the contractor at his own cost within 30 days from the date of issue of written order by DPA. From 31st day, a penalty of Rs. 500.00 per tools and tackles per month and part thereof will be levied.

Note : The maximum amount of penalty will be 100% of the contract value.

4. Employer's Obligation (Cl. 30 of Section II is replaced as below):

The site office will be provided by DPA as and where, if available inside Cargo Jetty Area including water for work and electricity (on chargeable basis). If required by the contractor, two quarters will be allotted, if available at DPA Kandla Colony, on chargeable bases as per prevailing rate & rent as per DPA Norms during the tenure of contract and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated. Last month's payment towards AMC charges will released after deduction of all kind of dues arise out of anything and subject to handing over the Quarter/Quarters, Office Rooms allotted to the contractor.

Any additional requirement for office space / store, if available, will be allotted on chargeable bases and its electricity bill is also to be borne by contractor as per DPA Norms.

5. **Third Party Inspection (Cl. 46 of Section II is replaced as below):**

   DPA shall appoint the TPIA for monitoring the AMC work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by Contractor before the next schedule visit. The TPIA will check and certify the same. Payment for subsequent month may withhold if any queries raised by TPIA are not complied by AMC Contractor (under the scope of AMC works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

6. The work will be allowed to be commenced only after valid insurance cover as per clause no.2 of Section-III is submitted by the contractor.

7. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTRI so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed Input tax credit due to failure on part of the contractor / service provider / Supplier etc. it will be a financial loss to DPA and therefore same shall be recovered from the payment / deposit o the contractor / service provider / Supplier.

8. During the execution of the work, if any port property is damaged by the contractor, the rectification/replacement cost of the same will be recovered from the contractor.

9. **Spare parts**

Purchase of spare parts	
(I)	When the cranes are taken over by the contractor as and where basis and it is established that the cranes are in working condition as per clause no. 1.1 (C) of Section-III of the condition of the accepted tender, a detailed examination of the cranes will be carried out by the contractor and a list of spare parts will be prepared for maintaining inventories during the contract period only. The list of spare parts must be given in the categories of fast moving, slow moving, critical and spare parts having lead time of more than 6 months for ensuring un-interrupted operations as per the OEM maintenance plan. The documents as mentioned in clause no. 9 (1) (A) shall be submitted within a period of 30 days from the date of acceptance of cranes as working condition as per clause no. 1.1 (C) of Section III of the condition of the accepted tender. The spare part is required to be procured by the contractor from OEM / Indigenous / local supplier as decided by DPA, after getting written intimation of Engineer-in-Charge In this regard, the contractor is required to submit the following documents.
(A)	**Procurement from OEM/OEM Authorized firm**
	A list of required spare parts. A report containing justification for requirement of such spare parts. Certificate of being OEM or authorized dealership certificate Offer of OEM / Authorized Dealer / Retailer of the spare parts to be procured A certificate from OEM/authorized dealer that the rate quoted by them is same as being quoted to other government agencies.
Note:-	

(i)	In absence of list of OEM spare parts any breakdown shall be treated on the account of contractor.
(ii)	The actual cost of procurement will be reemitted to the contractor by DPA.
(iii)	The spare parts purchased by the contractor under this contract will be the property of DPA. After completion of the contract period, the same will be handed over by the contractor to DPA without charging any cost.
(iv)	During the currency of the contract also the cost of OEM spare parts will be remitted by DPA.
(v)	The spare parts which has become unserviceable due to fault or poor maintenance of the contractor, the replacement cost of the same will be borne by the contractor.
(vi)	No advance will be paid by DPA for procurement of material.
(vii)	The delivery period and penalty clause will be as per the policy of OEM.

10. Major Repair

The major repairs are identified as under:

Sr. No.	Particulars
1.	Jack & outriggers and its cylinders
2.	Engine Drives & alternator
3.	LT Motion assembly including cylinders.
4	Slew Bearing
5	Main Boom Assembly
6	Winch Assembly and its hydraulic system
7	Drive/PLC System
However, EIC will assess the quantum of the breakdown and decide in case of inclusion of work under Major Repair.	

(A)	**In case of major repair which needs be carried out by the contractor without engaging separate contractor during the currency of the contract, following conditions will apply :**
(i)	DPA will remit total cost (including consumable and lubrication) to the contractor.
(ii)	In case the party/unit/machine of the cranes is required to be taken out of port area in the work shop of the contractor, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(iii)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the book value of the cranes. The book value of the crane will be intimated by DPA. The original copy of the insurance policy should be submitted to EIC.

(iv)	The rate of the same will be finalized by DPA with transporter/insurance firm/clearing agent. The contractor is required to place the order in favour of such firms on the rates finalized by DPA.
(v)	DPA will also remit the cost of transportation/insurance/clearing agent on the strength of the invoice raised by the firm.
(vi)	For any damage/loss/theft or any other incident, the replacement cost of the same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(vii)	DPA will not reimburse the cost of penalty/demurrage imposed by the any firm on the contractor.
(viii)	Ensuring timely completion of the work will rest with the contractor.
(ix)	Completion of all documentation work and liasoning, if any, is to be carried out by the contractor.

(B)	**In case major repair which needs be carried out by a separate contractor during the currency of the contractor, following conditions will apply:**
(i)	the repair work should be given to OEM or OEM authorized firm as proposed by the contractor and with the written approval of DPA. The decision of DPA will be final and binding on the contractor.
(ii)	the contractor will obtain the offer from OEM or OEM authorized firm and submit the same to DPA.
(iii)	DPA will finalize the rates with such OEM or OEM authorized firm .
(iv)	The contractor shall place the work order in favour of such OEM or OEM authorized firm on the rates and scope of work so finalized by DPA.
(v)	DPA will remit total cost (including consumable and lubricants) to the contractor.
(vi)	In such remittance , no convenience charges will be paid by DPA.
(vii)	In case the party/unit/machine of the cranes is required to be taken out of port area, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(viii)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the value of the intimated by EIC. The original copy of the insurance policy should be submitted to EIC.
(ix)	The rate of the same will be finalized by DPA with transporter/insurance firm/clearing agent. The contractor is required to place the order in favour of such firms on the rates finalized by DPA.
(x)	DPA will also remit the cost of transportation/insurance/clearing agent on the strength of the invoice raised by the firm.
(xi)	For any damage/loss/theft or any other incident, the replacement cost of the Same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(xii)	DPA will not remit the cost of penalty imposed by any firm on the contractor.

(xiii)	Ensuring timely completion of the work will rest with the contractor.
(xiiii)	Completion of all documentation work, if any, is to be completed by the contractor.

(C)	**In case repair (other than major repairs) which needs be carried out by a separate contractor during the currency of the contract, following conditions will apply:**
(i)	The repair work should be given to OEM or OEM authorized firm with the written approval of DPA.
(ii)	DPA will remit the cost of OEM spare parts only to the contractor.
(iii)	In such remittance, no convenience charges will be paid by DPA.
(iv)	In case the party/unit/machine of the cranes is required to be taken out of port area, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(v)	The cost towards transporter/insurance firm/clearing agent etc. will borne by the contractor.
(vi)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the value of the intimated by EIC. The original copy of the insurance policy should be submitted to EIC.
(vii)	For any damage/loss/theft or any other incident, the replacement cost of the same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(viii)	For ensuring timely completion of the work will rest with the contractor
(ix)	Completion of all documentation work and liasoning, if any, is to be completed by the contractor.
Note:	
(i)	The process of purchase of spare parts for repair work and payment will beregulated per clause no. 9 of Section-III of the condition of the accepted tender.

11. Consumables and lubrication as well as tools and tackles

(i)	The consumables are required to be brought by the contractor at his own cost.
(ii)	The lubrications (except at the event of one time replacement complete replacement as per clause no. 1.1 (a) are required to be brought by the contractor at his own cost.
(iii)	A tentative list of consumables and lubricants and it's minimum quantity which is required to be maintained by the contractor during the currency of the contract is placed at Annexure - B
(iv)	It may be noted that the said list is tentative only and the contractor is required to study the requirement and keep the required quantity.
(v)	Moreover, during the currency of the contract, DPA may give written orders to add new consumables and quantity which is required to be brought by the contractor without charging extra cost.

(vi)	The consumables and lubrications purchased by the contractor under this contract will be the property of DPA. After completion of the contract period, the balance quantity will be handed over by the contractor to DPA without charging any cost.
(vii)	The contractor is required to bring the tools and tackles as given in the Annexure-C

12. Integrity Pact:

The Integrity Pact duly signed by authorized person(s) of bidder with witnesses are to be submitted by the bidders along with the tender documents in preliminary bid as per the format provided in Section VIII. 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 —Counter party|| means —Vendor/ Supplier / Contractor||. If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, they may be blacklisted from the DPA business in future. In case of violation of the Integrity Pact by Counter party after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to Counterparty in such cases.

13. Extension of contract period

The Maintenance contract can be extended for a period up to 06 months from the date of completion on the monthly rate applicable in the final year of AMC as well as on same terms and conditions with mutual consent.

14. Reduction in monthly AMC payment in case in reduction of staff due to change in shift timing.

The shift timings mentioned in clause no. 3 of Section V is subject to the order issued by DPA management from time to time. In case, DPA management decides for applicability of less than three shifts, the contractor is required to reduce the strength of the staff who are engaged in different shifts (except general shift). Accordingly, there will be reduction of payment to the contractor in respect of such reduced staff calculated on the basis of minimum wages (skilled/unskilled work) declared by central government from time to time.

15. Hot work: (Cl. 53 of Section II is replaced as below):

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.

16. Mandatory visit of OEM during the currency of the contract.

On the written instruction of EIC, the contractor is required to engage authorized representative of OEM at his own cost for once during the entire contract period. The contractor is required to ensure the site visit of the authorized representative of OEM within 30 days from the date of issue of written intimation by EIC. The OEM is required to present on the site for a minimum period of 7 days.

Note:

Apart from engagement of authorized representative of OEM as mentioned above, if contractor feels necessary for the expertise of OEM for any reason, the cost of the same will be borne by the contractor only.

17. Right of first refusal

In case, M/s. Italgru (OEM) / OEM Authorized Indian bidder is not amongst L1 or L2 for any of the cranes and once lowest offers have been freezed for both the cranes, first right of refusal will be given to M/s. Italguru being OEM, provided they should participate in the bidding process and their price bid is opened. They should agree to match with the lowest rates/negotiated rates offered for both the cranes.

18. The clause no. 6 of Section I is not applicable

19. The clause no. 4.2(n) of Section-I is not applicable.

20. The clause no. 55 of GCC of section-II is modified and shall be read as under:- The Contractor shall have valid electrical contractor‘s license issued by their respective state for carrying out electrical work of nature involved in this tender. The contractor shall also have a valid Electrical Supervisor‘s certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection Wing), Block No. 18, 6th floor, Section No. II Udhyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt.

Signature & Seal
of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

SECTION IV

FORMS OF BID
Part – I
To be submitted by Bidders with their Bids

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Bid Securing Declaration Form **(Not Applicable)**

Part – II
To be used by successful Bidder

NOS. OF FORMAT	NAME OF FORMS/FORMAT
7	Letter of intent
8	Agreement form
9	Specimen bank guarantee of Performance Guarantee / Security Deposit
10	Letter of authority from bank for all BGs
11	Format of Extensions (Part – I)
12	Format of Extension (Part-II)
13	Certificate to be issued by Third Party Agency on their Letter Head
14	Certificate to be issued by Manufacturer on their letter head

Form -1

SPECIMEN OF APPLICATION

(To be executed on bidder's letter head)

To

The Superintendent Engineer (E)

Deendayal Port Authority

(Address_____)

_____

Pin Code:_____

Dist- Kutch (Gujarat)

We, the undersigned, declare that:

(a) we have examined and have no reservations to the tender documents, including addenda and clarifications issued vide **.....**

(b) we offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert No.)**

(c) our tender shall be valid for the period of 120 days**,** from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.

(d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.

(e) No Joint Venture / Joint Venture.

(f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.

(g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.

I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.

II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]
In the capacity of [insert legal capacity of person signing the form of tender]

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

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

Dated on_____day of_____,_____(insert date of signing)

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Form -2

Specimen format for Pre-qualification of bidders

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

1. Only for individual bidders

1.1 Constitution of legal status of Bidder (Attach copy)

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

2. Turnover of the Firm

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	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.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 22.**

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed similar work as defined in the tender document during last 7 years ending last day of the month previous to the one in which NIT is invited.	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

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:

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

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

1. Existing commitments and on-going works.

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

2. Works for which bids already submitted

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

Attach attested certificates.

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

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

6. Additional information bidder may like to submit

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

Dated on_____day of_____,_____(insert date of signing)

Tendering Forms

Form-3

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's Letter Head)

To._____

(Project title)

Ref: _____

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

(a) The information furnished in our bid is true and accurate to the best of my knowledge.

(b) That, in case of being pre-qualified, we acknowledge that the Employer may invite us to participate in due time for the opening of Price bid of the Tender on the basis of provisions made in the Tender Documents to follow.

(c) When the call for Tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.

(d) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.

(e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of n-procure is full and final for all legal/contractual obligations.

(f) We also declare that, our firm has not been banned / de-listed by any government or PSUs**.**

(f) We also give an undertaking that, we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.

Date: _____

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Place: _____

Name of Applicant:

_____

Represented by (Name & capacity) _____

Form-4

SPECIMEN LETTER OF AUTHORITY FOR SUBMISSION OF BID

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

To
The

Dear Sir,

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

We confirm that we shall be bound by all and whatsoever our said signatory shall commit. We understand that the communication made with him by the employer/Board shall be deemed to have been done with us in respect of this Tender.

[specimen signature]

Yours faithfully,

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Signature:

Name & Designation:

For & on behalf of:

Form-5

EXCEPTIONS AND DEVIATIONS

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

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

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

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

Date on_____day of_____,_____[insert date of signing]

Form-6

Bid Securing Declaration Form (Not Applicable)

Tender No._____ Date: _____

To (insert complete name and address of the Employer/Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of **three** years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the employer/purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed:	(insert signature of person whose name and capacity are shown)
in the capacity of	(insert legal capacity of person signing the Bid Securing Declaration)

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

Name: (insert complete name of person signing he Bid Securing Declaration)

Duly authorized to sign the bid for and on behalf of (insert complete name of Bidder)

Dated on_____day of_____. (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid).

Form-7

LETTER OF INTENT FORMAT

No:_____ Date: _____

To_____
(Name and Address of the Contractor)

Sub: Tender No. _____
(Name of Work)

Ref : Your bid dated
And (list the correspondence with the Bidder)

Dear Sirs,

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

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

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

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

Yours Faithfully,

(Signature of the controlling Officer)
CHIEF MECHANICAL ENGINEER
DEENDAYAL PORT AUTHORITY

Form-8

SPECIMEN CONTRACT AGREEMENT

(To be executed on Rs.300-non-judicial stamp paper)
[The successful tenders shall fill in this form in Accordance with the instructions indicated]

This agreement made of this_____day of _____Two Thousand between the Board of Deendayal Port Authority a body corporate under Major Port Authorities Act, 2021 having its Administration Office Building at Gandhidham(Kutch) (hereinafter called the „Board" which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and_____(Name and address of all the partners if a partnership with all their address) hereinafter called the „Contractor" which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors , administration , representatives and assignees or successors in office of the other part.

WHERAS the Board is desirous to carrying out the work of _____ _____ _____And whereas the Contractor has offered to execute and complete such work.

WHERAS the Contractor has deposited the Performance security deposit @ 10% of contract price amounting to Rs._____ _____. In following manner for the due fulfillment of all the conditions of the contract.

1) Rs._____paid in form of Bank Guarantee or Demand Draft (to be submitted within 21 days of issue of LOI)
2) Balance amount of Rs._____to be recovered from the work bills.

NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.

2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
   i) Notice inviting tender.
   ii) Technical specifications.
   iii) Special conditions of contract.
   iv) Tender submitted by the Contractor.

   v) The Board's —Drawing||.
   vi) The schedule items of work with quantities and rates.
   vii) Any correspondence made between the Executive Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
   viii) Common terms and conditions offered to Contractor and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender i.e _Cover-I'.
   ix) Bank Guarantee / Demand Draft for security deposit.

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

4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact price of Rs._____ (Rupees _____ only) at the time and in the manner prescribed of the contract.

IN WITHNESS WHERE of the parties here unto have set their hands and seals the day and year first above written signed and sealed by the Contractor in the presence of:-

Witness

1. Name & Address_____Signature of Contractor
   Seal

2. Name & Address_____
   Seal

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

Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs inside cargo jetty area for a period of Two years||

1. _____

2. _____ (Chief Mechanical Engineer)
Deendayal Port Authority

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

1._____ Secretary
2._____ Deendayal Port Authority

Form-9

SPECIMEN BANK GURANTEE TOWARDS PERFORMANCE GUARANTEE/SECURITY DEPOSIT

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

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

1. In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act, 2021 (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority, its successors and assigns) having agreed to exempt ___(hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide _____(Name of the Department)'s letter No._____Date _____made between the contractors and the Board for execution of _____covered under Tender No._____dated_____ _____(hereinafter called "the said contract") for the payment of Security Deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and condition of the said contract, on production ofa 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____) onlyagainstanylossordamagecausedtoorsufferedbytheBoardbyreasonof 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 starting that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board by reason of the contractors failure to perform the said contract. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this Guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____(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 been forceable 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 isSBIN0060239.

(iii) BankAccountNo.ofBeneficiaryis10316591671.

Date_____day of_____20

For (Name of Bank)

(Name) Signature

Form-10

SPECIMEN LETTER OF AUTHORITY FROM BANK
FOR ALL BGs
(To be executed on Bank's Letter Head)

Date:

To,
The Board of Trustees of Port [insert port],

Dear Sir,
Sub: Our Bank Guarantee No._____ dated_____ for Rs._____ favoring 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 of signature of Bank Officer

Form-11

Deendayal Port Authority
Form of application by the Contractor for seeking extension of time

Part – 1

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

14. Total extension of time required for 11 & 12

Submitted to the Sub-Divisional Officer…….

Signature of Contractor
Dated

Form-12

DEENDAYAL PORT AUTHORITY
APPLICATION FOR EXTENSION OF TIME

PART II

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

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

Signature of Divisional Officer
Dated:

(To be filled in by the Executive Engineer)

1. Date of receipt in the Divisional Office.
2. Executive Engineer's remarks regarding hindrances mentioned by the Contractor.

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

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

Signature of Executive Engineer
Date

Dy. HOD/SE's recommendations

Signature of Dy. HOD
Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer
Date

Form-13

(Applicable in case of Procurement of Equipments)
(CERTIFICATE TO BE 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._____of Deendayal Port Authority.

Signature & Seal of Authorized
Representative of Classification Society.

Form-14

(Applicable in case of Procurement of Equipments)
(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,
M/s. Deendayal Port Authority,
Kandla (Kutch)
Gujarat, INDIA.

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

Signature & Seal of Authorized
Representative of the Manufacturer

Section V

Scope of Work & Technical Specifications

1. General:

Two nos. 120 Ton capacity ITALGRU (Model IMHC 2120) make Harbour Mobile Cranes (HMCs) - C 1595 & C 1596 were installed & commissioned in May, 2018 along with 6 nos. of Grabs inside Cargo Jetty Area to handle the various cargo. However, during year 2019 & 2020 (for approx. two years) HMCs were not utilized due to Port issues. As on 02.03.2023; engine running hours are 08,367 & 11,883 respectively for above HMCs. Said HMCs have been designed, installed, commissioned, operated and maintained by Original Equipment Manufacturer (OEM) – M/s. Italgru s.r.l, Italy & M/s. Italgru India Pvt. Ltd., New Delhi.

Now, Deendayal Port Authority again intends to outsource the Operation & Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 120 T capacity along with Grabs for a period of Two years, to firms who are having sufficient expertise in this field and has back to back support of OEM. The main objectives of this work are:
1. To ensure efficient, safe and reliable operation & maintenance of the Cranes.
2. To maintain the Cranes in a healthy and efficient condition.
3. To ensure high availability of the Cranes in a consistent manner.

Commencement of AMC Work:

On issuance of Work Order, Contractor shall take over both the cranes and AMC will commence from same. AMC Contractor shall arrange to mobilize the consumables, required manpower etc. and shall be ready in full fledge manner to commence the work from the award of Work Order.

On the next day of acceptance of Work Order, trial run will be undertaken by AMC Contractor, in presence of DPA officials & TPI (to be appointed by DPA) for basic operational checks i.e. hold, close, luff, slew and travelling.

In case of readiness of AMC Contractor for commencement of safe cargo handling operations, the Crane (s) will be declared traffic operation worthy.

(a) In case Crane (s) is declared traffic operation worthy:

Full Operation& AMC cost will be applicable for respective no. of crane (s) commissioned for traffic operation.

(b) In case Crane (s) is declared non-traffic operation worthy:

In case of crane (s) is not traffic operation worthy / breakdown reduced rate of 20 % of AMC Cost will be applicable, until the crane (s) are commissioned for traffic operation. However, it will be in scope of AMC Contractor to perform basic maintenance works to upkeep the cranes during non- operative worthy condition of HMCs, too

In case of declaration of non-traffic operation worthy / breakdown condition of Crane(s), labour and manpower required to put proportionate man power HMCs into traffic operation will be in scope of AMC Contractor.

However, the spares (other than consumables is in scope of AMC Contractor) will be procured by DPA. The said spares shall be brought from OEM / OPM or their authorized dealer on written confirmation of EIC only. In exigency, the contractor has to procure such spares monthly amounting up to Rs. 04 lakhs (excl. GST), which

can be carry forwarded in next month. However, the cost will be reimbursed by DPA on actual basis along with RA Bill.

During execution of AMC work:

In case Crane (s) is taken for maintenance work / out of order during AMC period (more than 10 days) then reduced rate of 20 % of AMC Cost will be applicable, after the 10th Day of the breakdown, until the crane (s) are commissioned for traffic operation. However, it will be in scope of AMC Contractor to perform basic maintenance works to upkeep the cranes during non-traffic operation worthy condition of Crane (s).

Detailed examination of Crane (s):

(1) Immediate replacement:
After detailed examination, list of critical spares required for immediate replacement and un-interrupted operations shall be prepared keeping eye on OEM maintenance plan.

Detailed examination report along with necessary supporting documents, valid budgetary offer of OEM or authorized dealers of OPM etc. shall be provided within a period of 30 days from putting HMCs into traffic operation.

(2) Monthly assessment:
On every 28th day of month, a detailed examination shall be carried out for actual assessment of condition of major parts of Cranes. The same shall be reported on very next day to EIC.

Keeping in view the healthy maintenance, AMC Contractor shall propose corrective actions for said monthly requirement of parts.

Apart from other obligations, AMC Contractor shall priotize the actual requirement (s) and on written approval of EIC, supply the extra required spares / consumables through OEM/OPM or authorized dealer. The same which will be on reimbursable basis as per actual invoice amount, as referred at previous Para.
For claiming the said expenditure, AMC Contractor shall provide:

(A) Rate reasonability Certificate from OEM/OPM or authorized dealer.
(B) OEM/OPM Authorization certificate,
(C) Copy of actual Tax Invoice paid to OEM/OPM or authorized dealer of OPM.
(D) if any procurement / Service required other than OEM/OPM the rate will be decided by EIC on calling EOI / Sealed cover from Local market using DPA website.

(3) OEM Inspection:
On the written instruction of EIC, the contractor is required to engage authorized representative of OEM, at his own cost (incl. transportation, lodging, accommodation) for once during the entire contract period for overhauling of cranes which includes all necessary tests to determine healthiness and safe operation of HMCs as per OEM norms.

2. (A) Deployment of Manpower for Maintenance.

The Contractor shall have to deploy the staff, leaded by Service engineer (over all In-Charge) to deal with DPA in all technical and administrative matters.
The contractor shall have to deploy the following staff as per pre-submitted Roaster Plan every month. However, for any breakdown / preventive maintenance, if Contractor feels then, he may deploy more man power as per site requirement:

Sr.	Designation	Qualifications & Experience required*	Requirement in shift / general
1	Service engineer	05 Years B.E holder —OR‖ 07 Years Diploma holder with in Mechanical / Hydraulic / Electrical/Electronic engineering but he should have at least 3 years' experience in maintenance of Harbour Mobile Cranes	1 in General Shift
2	Mechanical Engineer	04 Diploma in mechanical engineering —OR‖ 03 Years Degree in Mechanical Engineer having experience in maintenance of Harbour Mobile Cranes	1 in each shift
3	Electrical / Electronics Engineer	04 Years Diploma in Electrical / Electronics (with desirable experience in PLC) —OR‖ 03 Years Degree Engineer (Electrical / Electronic(with desirable experience in PLC) having experience in maintenance of Harbour Mobile Cranes	1 in General shift
4	Clerk	02 Year Graduate in Computer proficiency.	1 in General Shift
5	Highly skilled Hydraulic technician	07 SSC Pass —OR‖ 03 Years ITI holder (with proficiency in hydraulics) having experience in hydraulic maintenance of HMC	1 in each shift & 1 in General shift
6	Electrical / Electronics Technician	07 SSC Pass —OR‖ 03 Years ITI holder having experience in maintenance of HMC	1 in each shift
7	Welder cum Fitter	03 ITI (Welder) -OR‖ 05 Years' Experience in welding/fabrication works	1 in first & I in second shift
8	Cleaner / Helper	Should be atleast 8th Pass with 02 Years in cleaning / helping job in heavy / hydraulic works	2 in each shift & 3 in General shift
		Total Man Power (in No's)	24 nos.

* excluding training / apprenticeship / internship programs

2.(B) Deployment of Manpower for Operation.

Sr.	Designation	Experience required	Requirement in shift / general
1	Skilled Operator	ITI with 03 years' experience as a crane operator having 05 Years' Experience in operation of High Capacity (above 100MT) Harbour Mobile Cranes —or‖ 05 Years' Experience as a crane operator from reputed firm having 05 Years' Experience in operation of High Capacity (above 100MT) Harbour Mobile Cranes	2 nos. operator per Shift + 1 no. Reliever.
2	Signalman	Minimum qualification 8th Pass having 05 Years' Experience in operation of High Capacity (above 100MT) Harbour Mobile Cranes	2 nos in each shift
		Total manpower required (in Nos.)	13 nos.

The manpower shall be trained by AMC Contractor in advance to understand the working and trace the faults in terms of

(1) Mechanical structures,
(2) Hydraulic systems,
(2) PLC Automation,
(3) Electrical network,
(4) Any other maintenance and operational requirement of HMCs.

Manpower shall be appraised with Weekly off, Holidays as per labor laws. In case of work requirement, above mentioned staff may be booked on Over time or called on Holidays or weekly offs as per prevailing labor & Overtime rules. AMC contractor may arrange extra manpower as reliever to the deployed staff on Weekly offs / Holiday subject to pre-approval of EIC for exigencies or to speed up the ongoing maintenance activity or operational requirements other than General shift staff.

AMC Contractor is sole responsible for timely payment / wages in accordance with the labor laws.

Note: DPA may restrict the operation part at commencement or by giving one-month prior notice during the currency of the contract. During the said period, payment of maintenance part of BOQ (Sr.: A) will only be applicable.

3. Operation:

The Cranes will be operated in round the clock in following 3 Shift basis (24 hrs a day) & 365 days a year (which is subject to changes):
1st Shift - 06:00 hrs. to 14:00 hrs.
2nd Shift - 14:00 hrs. to 22:00 hrs.
3rd Shift - 22:00 hrs. to 6:00 hrs.

Arrival & Departure of staff should be well-planned to up-keep the maintenance requirement in tact round the clock. Operational staff attendance & shift log Book should be daily checked & verified by Shift Engineer, DPA, hence contractor is sole responsible for day to day update & maintenance of register.

4. Overall Scope of Work of Contractor during AMC period (after putting HMCs in traffic operation):

a) overall supervision of both the Cranes - C1595 & C1596, their routine health check, advice & assistance in Spare parts planning / procurement, calibration of spare parts wherever required, troubleshooting w.r.t. software / calibration etc. mechanical and other fault tracing, provision of 24 / 7 technical assistance / team at Deendayal Port site.

b) Supply of diesel for operating the cranes is excluded from the scope of contractor. However, diesel transfer pump, pipe & necessary accessories (to cater the need of transfer of 12 KL Diesel in 2.5 Hours) will be in scope of Contractor. On completion of AMC, same will be returned back to Contractor.

c) Details of minimum consumed items during last AMC work is detailed below.

Based on which, tentative list of Consumables, not limited to, in scope of contractor at his cost (to be arranged from OEM / OPM and top up every month) as per Annexure-B
Based on which, tentative list of Consumables, not limited to, in scope of contractor at his cost (to be arranged from OEM / OPM and top up every month). The said list of consumables is on minimal basis. However, replacement of all Lubricants (Hyd. oil, Gear oil, chassis oil, Engine oil, EP, EP2, wire rope compound and coolants etc.), all Filters & Hoses (of all sizes) in accordance with schedule replacement / top up as per maintenance / inspection plan of OEM manual & to cover the leakages, if any, are in scope of AMC Contractor.
In view of the said requirement, all the consumables (required in routine maintenance / servicing) at 8 hrs, 40 hrs, 500 hrs. 1000 hrs. 2000 hrs etc. / indicated span of service in OEM manual, shall be in Contractor's scope.

The mentioned qty is a tentative if required qty. may increment or decrement depends upon site works. However, replacement of all Lubricants (Hyd. oil, Gear oil, chassis oil, Engine oil, grease, wire rope compound and coolants.), all Filters & Hoses (of all sizes) in accordance with schedule replacement / top up as per maintenance / inspection plan of OEM manual & to cover the leakages, if any, are in scope of AMC Contractor.

In view of the said requirement, all the consumables (required in routine maintenance / servicing) at 8 hrs, 40 hrs, 500 hrs. 1000 hrs. 2000 hrs etc. / indicated span of service in OEM manual, shall be in Contractor's scope.

d) Assurance of back to back support by OEM with site maintenance team. These activities will be guaranteed for throughout the clock.
e) 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.
f) Compliance of safety guidelines and required norms without any compromise.
g) Timely submission of throughput details after completion of every vessel, as per format provided by EIC.
h) Fabrication work required for strengthening & safety of rusted out / corroded Mechanical Structures, ladders etc. & necessary painting work, on time to time.
i) Overhauling of main stabilization jack and wheel cylinders (incl. chroming / replacement of piston road) to arrest leakages (if any).
j) DPA is pro-actively consideration of HMC operation with electricity. Proper electrification (from plug point of HMCs) will be in scope of AMC contractor.
k) Touch up paints at rusted and exposed parts will be in scope of AMC Contractor.
l) Maintenance work of 06 nos. Grabs (03 nos. 35 m3 & 03 nos. 22 m3) shall be in scope for Contractor. However, supply of required spares (other than listed materials in Contractor's scope) will be in DPA scope.
m) Maintenance of following Hydraulic Pumps will be in scope of contractor in comprehensive manner (which includes supply of spares / repair / overhauling etc. cost):
   1. Rexroth - A4VG250 (04 Qty.)
   2. Rexroth - A11VO130 (02 Qty.)
   3. Rexroth - A11VO190 (04 Qty.)
   4. Rexroth - A4VG180 (02 Qty.)
   5. MARZOCCHI - ALPA4-D-270/181CC (02 Qty.)
   6. MARZOCCHI - ALPA4-D-220/147CC (02 Qty.)
   7. MARZOCCHI - ALPP2-D-34 /23.7CC (02 Qty.)
   8. MARZOCCHI - ALPP2-D-25 /17.9CC (02 Qty.)

   The contractor may opt for upkeep of required pump(s) in standby mode to ensure lesser downtime.

5. In addition to the above the Contractor has to carry out following site activities.

(a) The contractor has to get approval of maintenance schedule (Daily / Weekly / Monthly / Half yearly / Yearly) and maintain the same & also includes Breakdown Maintenance and all other repairing works with all labour and materials under obligation / scope of Contractor such as tools & tackles, consumable, welding machine, electrodes etc.

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

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

(d) The record keeping shall be maintained as per ISO Norms, apart from same Site Order Book for instruction is to be maintained.

(e) The contractor shall submit the monthly & yearly report of each crane regarding its availability, utilization to EIC.

(f) In natural calamities such as cyclone, heavy rain, warning situations etc., the Contractor shall plan and make arrangements and during such eventuality, cranes shall have to be parked at parking yard at the Port well in advance with boom down / locked.

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

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

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

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

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

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

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

(n) Vehicles required for transport of engaged manpower, shifting of materials along with fuel, driver, insurance, PUC and any other associated requirements shall be in scope of AMC Contractor.

6. Documentation:

Crane Equipment's parameters should be recorded in daily logbooks along with details of every crane operation in throughput records. Separate log books will be prepared for separate equipment's. Contractor should maintain individual History Records for all critical equipment's and other safety related items, this history record should have all the details of

work carried out on day to day, monthly, quarterly, half yearly and yearly. Detailed inventory records like materials movement, material consumption, materials disposed etc. also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge or his nominees.

7. Maintenance:

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

The maintenance of Cranes shall be done by the Contractor in accordance with recommendation of Original Equipment Manufacturer and taking into account the current status of Cranes by following sound engineering practice and proper maintenance standards. Any small repair works, paint on corroded parts, batteries, safety belts and other required tools will be in scope of AMC Contractor.

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

Generally, there are following types of maintenance in use:

8. Preventive Maintenance:

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

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

9. Planned maintenance or Scheduled maintenance.

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

10. Breakdown maintenance:

Maintenance which is required when an item has failed or worn out to bring it back to working order.

During operation abnormalities / defects / faults are observed and in some cases failures of components occur resulting in breakdown of equipment. Corrective Maintenance is a maintenance activity to identify, isolate and rectify a fault so that the failed component/ equipment / machine or system can be restored to an operational condition within the tolerances or limits by repairing otherwise by replacement.

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

The contractor shall take up mechanical maintenance, electrical maintenance, and structural maintenance etc. of Cranes by using preventive maintenance techniques in addition to

traditional preventive measures so as to maintain the Cranes in efficient and reliable manner.

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

The contractor shall properly plan for execution of maintenance activities during non-operational time of Cranes.

12. Routine inspection and Condition monitoring:

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

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

Seal & Signature of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

SECTION VI

Bill of Quantities (BOQ)

Name of Work: Operation & Maintenance Contract of 2 Nos. Italguru make Harbour Mobile Cranes of 120T along with Grabs working inside cargo jetty area for a period of Two years - reg.

Sr.	Description	Unit	Qty.	Monthly Rate (for 02 nos. HMCs)	Amount for the Qty.	
					in figures	in words
A	Maintenance Contract of 2 Nos. Italguru make Harbour Mobile Cranes of 120 T capacity along with Grabs for a period of Two years in line with the scope listed					
1	First Year	Month	12			
2	Second Year	Month	12			
B	Operation of above 2 Nos. Italguru make Harbour Mobile Cranes of 120 T capacity in line with the scope of work					
1	First Year	Month	12			
2	Second Year	Month	12			

[Total Amount (in Rupees)_____Only]

GST Charges shall be extra.

Signature of Firm with seal

Superintendent Engineer (E)
Deendayal Port Authority

Place : _____

Date: _____

Section VII

Drawings

------Not applicable------

Seal & Signature of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

SECTION-VIII

Format for submitting information for Bid Capacity

ANNEXURE –A

Sr. No	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
A	**B**	**C**	**D**	**F**
1				
2				
3				
4				
5				
6				

For Calculating "A: of the formula.

Sr. No	Name of client	Name of work	Work order no and date	Schedule period of completion	Contract value	Remaining value of work	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid
1								
2								
3								
4								
5								
6								

Seal & Signature of Contractor

ANNEXURE –B

Consumable Materials

The Contractor shall arrange the consumable as per below during the maintenance on monthly basis to the crane store of DPA and material will be issued on production of requisition by Contractor. (However the cost of consumables is included in the AMC Cost) . The mentioned qty is a tentative if required qty. may increment or decrement depends upon site works. That will decide by EIC with mutual consent with Contractor, EIC decision final for which contractor shall bind. Accordingly decided/Final qty, contractor shall re-coupe every month in DPA sub Division Store.

Sr No	Description (Consumable)	Minimum Qty to be maintained per month in DPA store
1	Engine oil 15W40	-210 Ltrs
2	Hydraulic oil	- 420 Ltrs
3	Gear oil Grade 220	-210 Ltrs
4	Chassis oil 85W 140	-210 Ltrs
5	Grease EP2	-50 Kgs
6	Wire rope dressing – Ceran CA	- 50 Kg
7	Coolant	- 210 Ltrs

Consumables to be arranged on „as & when required" basis

Sr No	Description (Consumable)	Qty to be arranged by the contractor _as and when required' basis
1	All types of Filters suitable for 120T IMHC 2120	1 set each
2	All type of Hydraulic hoses	To be decided by the contractor & intimated to EIC
3	Welding Electrode (required for cranes)	1 Packet of each
4	Oxygen Gas	2 no's
5	Batteries of all types'	To be decided by the contractor & intimated to EIC
6	M.S Nuts & bolts	To be decided by the contractor & intimated to EIC
7	Bearings of all tpes	To be decided by the contractor & intimated to EIC
8	Seal ring /Seal kits	To be decided by the contractor & intimated to EIC
9	Industrial LPG /Acetylene Gas Cylinder	1 no
10	All types of V belts	1 set each required in crane
11	All types of O rings and back up rings	1 set each required in crane
12	Cotton rags	100 Kg
13	Lead	50 Kg
14	Wheel studs	24 no's

15	EPOXY Enamel Paints (Marine Grade) with thinner	To be decided by the contractor & intimated to EIC
16	EPOXY Metal Red oxide	To be decided by the contractor & intimated to EIC
17	Denso / PVC / Teflon tape	I pack each
18	Rubber beading & toughened glass	To be decided by the contractor & intimated to EIC
19	AC Cooling refrigerant	To be decided by the contractor & intimated to EIC
20	LED (indoor / outdoor) with fixtures / accessories	To be decided by the contractor & intimated to EIC
21	Push Bottom / Actuator / Contact Block / Contactor Coils / MPCB /SMPS / all types of switches	To be decided by the contractor & intimated to EIC
22	Fuses	To be decided by the contractor & intimated to EIC
23	crimping type lugs & ferrul	As per site requirement
24	RCCBs, MCBs, Gland & Metal plug socket	As per site requirement
25	Cleaning brushes (soft hair / coir / nylon bristles)	As per site requirement
26	Ref-filling of Co2 Fire extinguisher bottles	As per site requirement
27	Cable sleeves	As per site requirement
28	WD 40 Spray – rust remover & thread locker	4 no's
29	Hydrometer	1 no's

The above requirement is on minimal basis. However, replacement of all Lubricants (Hyd. oil, Gear oil, chassis oil, Engine oil, EP, EP2,wire rope compound and coolants etc.), all Filters & Hoses (of all sizes) in accordance with schedule replacement / top up as per maintenance / inspection plan of OEM manual & to cover the leakages, if any, are in scope of AMC Contractor. In view of the said requirement, all the consumables (required in routine maintenance / servicing) at 8 hrs, 40 hrs, 500 hrs. 1000 hrs.2000 hrs etc. / indicated span of service in OEM manual, shall be in Contractor's scope.

Seal & Signature
of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

Annexure-C

List of Tools & Tackles

Sr No	Description	Qty
1	BOX SPANNER SET UPTO 50MM	1 Set
2	FIX SPANNER SET	1 Set
3	RING SPANNER SET	1 Set
4	HAMMER DRILL As and when required	1 Set
5	HOT AIR GUN.	2 No's
6	HIGH TORISSION RACHET FOR TIGHTINING OF SLEW HARDWARE	1 No.
7	HAND OPERATED GREASE GUN 10- 15 KG CAPACITY	1 Nos
8	HIGH PRESSURE JET PUMP 15-20 BAR CAPACITY	1 Nos.
9	AIR COMPRESSOR 10 BAR	1 No.
10	CHAIN BLOCK 5 TON	1 Nos.
11	CHAIN BLOCK 10 TON	1 Nos.
12	HAMMER / SLEDGE	1 Nos.
13	PLIER OF ALL TYPES	1 Nos.
14	CROWBAR	1 Nos.
15	LIFTING BELT 4/6/10 TON	1 Nos.
16	SHACKLES OF ALL REQUIRED CAPACITY	As per site requirement
17	ELECTRICAL MEGGER 500V HAND OPERATED	1 Nos.
18	HAND GRINDER	1 Nos.
19	WIRE ROPE CUTTER	1 Nos.
20	CRIMPING TOOL (HEAVY DUTY) UPTO 300 SQ. MM	1 Nos.
21	CRIMPING TOOL (LIGHT DUTY) UPTO 50SQMM	1 Set
22	COMPLETE SET OF SCREW DRIVER	1 Nos. 130 MTR X 2 LENGTH
23	MANILA ROPES 25-50MM	1 Set
24	INDUSTRIAL VACCUM CLEANER 1 Set	1 Set
25	GAS HOSES WITH CUTTING SET,REGULATOR 1 Set	1 Nos.
26	GUN DRILL UPTO 10MM 1 No's	1 Nos.
27	DIGITAL MULTIMETER 1 No's	1 Nos.
28	TONG METER	1 Nos.

Below mentioned Tools & Tackle shall be arranged by contractor for day to day maintenance , apart from below Tools & Tackle if required some special Tools , same shall be arranged by contractor without any financial implication.

Seal & Signature
of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

ANNEXURE -D

Performance norms for operation of 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	04,032	10.88
Thermal coal	13,000	3.10
Salt	14,000	2.94
Iron Ore	13,800	2.91
Food grains, pet coke, met coke	09,005	5.06
Steel coil	10,315	4.44
Gypsum, MOP, Fertilizer	11,500	3.65
Timber Logs	No performance norm applicable	-

*with escalation as per WPI index on FY basis

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 =

Total quantity loaded / unloaded by HMC * 24

Net crane operation hours

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 = Total quantity loaded / unloaded by HMC * 24 60 - (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 or any other amendment applicable in future.

Seal & Signature of Contractor

Superintendent Engineer (E)
Deendayal Port Authority

Deendayal Port Authority

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

No. EL/AC/2013/ 1073

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 :

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

(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)
$\frac{\text{Total quantity loaded/unloaded by HMC} * 24}{60 - \text{(Column. No. 2 of Table A)}}$	

(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.

SE (F)
Deendayal Port Authority

TM/CDC Section/Cost Section/HM Office

11/3/2022

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 = 24,298 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
Avg. berth day output / Daily crane performance = 24,298 * 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 of 14,000 MT / Day)
Performance Penalty rate for Salt = 2.94 Rs. / MT
Total amount of Performance Penalty = 24,298 * 2.94 = 71,436.12 Rs.

Idle Charges:

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

Seal & Signature of Contractor

Superintendent Engineer (E) Deendayal Port Authority

SECTION – VIII

Integrity Pact

The integrity Pact duly signed by authorized person(s) of bidder with witness are to be submitted by the bidders along with the Tender Documents in preliminary bid failing which the bid shall be for rejection.

Bidders are required to sign the Integrity Pact (as given below with the tender documents) failing which their Bid shall be liable for rejection. The —principal‖ means —Deendayal Port Authority‖ and counterparty means —Vendor/supplier/Contractor‖

If 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

Superintendent Engineer (E)
Deendayal Port Authority

INTEGRITY PACT

Between

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

and

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

Preamble

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. ..... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

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

Section 1 - Commitments of the Principal

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

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

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

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

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

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

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

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

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

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

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

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

Section 4 - Compensation for Damages

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

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

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the

termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

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

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

Section 6 - Equal treatment of all Bidders / Contractors

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

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

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

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

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

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

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

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

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

Section 9 - Pact Duration

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 6 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. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

_____ _____

(For & on behalf of the Principal) (For & on behalf of the Bidder/Contractor)

(Office Seal) **(Office Seal)**

Place: Gandhidham
Date:_____/____/20____

Witness-1:
(Name & Address) _____
_____
_____
_____

Witness-2:
(Name & Address) _____
_____
_____
_____