



Project Title: Design, Supply, Installation, Testing & Commissioning of Fire-fighting system and associated facilities including Operation & Maintenance for a period of five years as per OISD-156 at Oil Jetty No. 08, Kandla, of Deendayal Port Authority

Document Title: Vol II of III Employers Requirements and Annual Operation & Maintenance Contract

PART B OPERATION AND MAINTENANCE CONTRACT

OPERATION AND MAINTENANCE CONTRACT INCLUDING COST OF SPARES

- A. The Operation and Maintenance Contract (O&MC) shall commence for a period of 5 years after successful completion of the completion of the Part A-1 contract. Contractor has to submit Bank Guarantee of Nationalised Bank/ Scheduled Bank (Except co-operative bank) having its branch at Gandhidham for 3% of quoted amount for 5 years O&MC and has to enter into agreement for carrying out O&MC for a period of 5 years (including first year Defect Liability period) prior to issue of commissioning certificate by EMPLOYER of the proposed facilities.
- B. Pursuant to the agreement (which will be entered into after the award of the contract), the contractor shall carry out all the functions as per the provisions of the agreement in accordance with the laws of Government of Gujarat, where applicable under Major Ports Authority Act, Dock Safety Rules and Regulations and all other applicable laws rules and regulations and in accordance with prudent work practices.
- C. Recognize the tender and contract documents of the work and project documents in accordance with the relevant clauses.
- D. Acknowledge that the tenderer has investigated and satisfied himself of all general and local conditions at Port and Dock area related thereto.
- E. The Commissioning of the proposed facilities such as (Pipelines, Civil Works, Structural works, Electrical & Instrumentation and all other firefighting system as per the Scope of the Work installed by the contractor) and associated facilities are envisaged to be carried out as per the directions of EIC.
- F. The price for 5 years Operation and Maintenance Contract period including one year defect liability period, includes Manpower charges and cost of fuel, foam and spares (critical, mandatory, consumables, replacement, etc. as the case may be) required for routine check-ups, routine maintenance, preventive maintenance and break down maintenance of all the/ entire facilities installed by the Contractor of the present contract as per the scope of the work. The O&MC activity shall be initiated from the commissioning of all the facilities installed by the contractor. The duration of (05) five years shall be counted from the date of commissioning as mentioned in commissioning certificate issued by the Employer. However breakdown of the proposed facilities due to natural calamity, force majeure is not covered under the scope of O&MC contractor.

1. DEFINITION:



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The Operation and Maintenance Contract means that the contractor has to carry out routine check-ups, periodical maintenance, preventive maintenance of the proposed system as per the Original Equipment Manufacturer (OEM) schedule/as directed by the Engineer-in-charge and breakdown maintenance inclusive of supply of spares, consumables and labourers etc., as per the quoted price in Price Schedules.

2. CONTRACT PRICE:

The rate for the O&MC shall be quoted in Indian rupees as per Price Schedule in the price bid document for five years from the time of commencement of O&MC and remain frozen and will not be subject to any escalation for any reason whatsoever till the completion of the contract. The quoted price shall inclusive of all taxes, duties and other incidental charges like transportation, loading, unloading etc. but excluding the GST.

3. THIRD PARTY INSPECTION FOR O&MC WORK:

DPA shall appoint the TPIA who will visit once in a month for monitoring the O&MC work, if any observations/queries are made by Third Party Inspection Agency; the same shall be complied by O&MC 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 O&MC Contractor (under the scope of O&MC works). The charges incurred for Third Party Inspection Agency will be borne by Deendayal Port Authority.

4. CONTRACTOR'S OBLIGATIONS:

- i. During Operation & Maintenance Contractor shall make all the consumables & spares for successful O&MC, such as fuels, lubricants, oils, grease, chemicals, gaskets, nut-bolts, cotton waste, cleaning cloths, hardware, electrical/instrumentation items etc. will have to be arranged by the contractor at his own cost.
- ii. During operation & maintenance, consumable such as diesel- fuel and Foam concentrate will be supplied/ borne by Contractor and electricity shall be provided by DPA free of cost. Further, Oil/ lubricants, greasing, paint, hoses, pressure gauges, gasket, nut bolts, battery and other mechanical spares along with instrumental and electrical spares shall be supplied/ borne by Contractor for free of cost
- iii. The responsibility of the Annual Maintenance Contractor includes procurement, stocking and use of maintenance spares, critical spares as well as consumables required for satisfactory performance, including engaging skilled and unskilled labours, visit of OEM Vendors as per the OEM schedule, etc. as required. O&MC Contractor shall procure all the spares from OEM directly/authorized agencies of OEM/ Reputed supplier as per the site requirement.
- iv. Status of the equipment of entire firefighting system shall be furnished by the contractor at the end of each month in the required format of Employer.



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- v. The responsibility of the Contractor includes to keep the entire firefighting system (Pipelines, fittings & firefighting accessories, structures, electrical system, instrumentation system and controls thereof etc. installed by the EPC contractor) fully operational and functional round the clock including Sundays / Holidays and other closed / Public Holidays throughout the currency of the contract.
- vi. In case any kind of breakdown/ malfunction/ failure/ un satisfactory performance or any damage or wear & tear of all the equipments, pipelines, fittings, valves, controls, electricals and instrumentation items/ works and any other facilities installed by the EPC contractor shall be replaced with new one during the O&MC period and no extra payment shall be made in this regard.
- vii. Maintenance work of all Firefighting system, electrical equipments & system, Instrumentation, control and automation system of proposed facilities include planning, co-ordination and execution of scheduled routine inspection & periodically inspection, preventive, corrective and breakdown maintenance including supply of spares, consumables etc. are under the scope of O&MC contractor.
- viii. All efforts are to be made by the contractor with up to date maintenance in achieving this by using predictive and pro-active maintenance techniques at times and by strictly adhering to preventive maintenance practices and schedules. O&MC contractor has to ensure that the Pipelines, fittings & firefighting accessories, structures, electrical system, instrumentation system and controls thereof etc. installed by the EPC contractor and associated facilities are running in perfect condition and to predict any problems to avoid the breakdown condition.
- ix. Contractor will maintain sufficient stock of necessary spares required for smooth O&MC during the preventive, breakdown maintenance as recommended by OEM or as directed by Engineer-in-Charge.
- x. Contractor shall carry out all Routine check-ups, periodically inspection, Preventive Maintenance as per the OEM Schedule/ Maintenance plan. The Maintenance shall be carried out as per the Manufacturers standard procedure and according to the instruction manuals and as directed by Engineer-in-charge. The proposed system has to be maintained cleanly by proper means. The EPC Contractor has to submit the maintenance schedule for all the facilities installed covered under the scope of work.
- xi. Periodical inspection of all the proposed equipments will be carried out as per the inspection plan, detailed equipment wise inspection check list which will be jointly finalized by the O&MC Contractor and the Employer. All running inspections like daily, weekly, fortnightly, monthly etc. will be included in the inspection plan. The inspection reports are to be submitted daily to the EIC or as when required by the EIC. All defects noticed during inspection are to be rectified immediately to prevent major defects. The check list will be reviewed jointly by the Contractor and Employer along with TPIA and modified as per requirement to ensure the healthiness of the equipments of the proposed facilities.



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- xii. The state of art conditions monitoring equipments like vibration analyzer, bearing analyzer, acoustic based instruments, temperature gun etc. will be maintained and utilized to observe the health of the equipments etc., predict the trend, failures, analyze the problems of the equipments etc. The vibrations and temperature of the equipments will be maintained within the specified norms of OEM and records maintained.
- xiii. History of all the equipments to be maintained and handed over to Employer. The record will contains the information like alignment readings, detail of assemblies/sub assembly, components replacement etc.
- xiv. The contractor shall follow the maintenance practices as under:

(a) 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.

(b) BREAKDOWN MAINTENANCE:

If fault /defect if any once appeared/observed shall be identified, isolated, and rectified so that the failed equipment, machine, or system can be restored to an operational condition in a shortest possible time. However, defects which can be deferred for the regular periodic maintenance (provided it will not have any type of adverse effect on equipment, machine, or systems) shall be recorded and reported in a suitable form for follow up action. Faults once observed shall be promptly attended and rectified to avoid major failures. In addition to above any repair work notice during maintenance work, need to be carried out by the contractor.

- xv. The contractor will coordinate with various agencies of port like Fire Service department, Traffic department, Electrical and Mechanical Department, Marine Department, CISF, etc., and other contractors engaged by DPA for smooth operation.
- xvi. It is fully the responsibility of the contractor to deploy qualified supervisor, Technicians, OEM service engineer with hands on experience, relevant License/permits to handle all the facilities installed by the contractor.
- xvii. 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 in writing, the Contractor shall ensure



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that the person leaves the site within seven days and has no further connections with the work in the Contract.

- xviii.** Establish and maintain cordial relations with Deendayal Port Authority staff and authorities. Contractor has to keep and submit all records of the routine check-ups, daily/preventive/breakdown inspection and maintenance of proposed system and end of each month or as required by EIC, the contractor will submit the computerized log book, record of maintenance, formats duly filled up as required by the Employer.
- xix.** Recognize that all the assets covered under O&MC system, tools, test equipment's, manuals and other documents which are handed over to DPA while taking over/handing over of the proposed systems will be the property of the owners and not to dispose without the approval of the owner or any of the properties of the owner, unless such property shall be of no material value and not required for the O&MC.
- xx.** Prepare and submit to the Employer, 6 months before the completion, testing and commissioning of the complete proposed facilities, a mobilization plan including Staffing, Materials Management Plan (MMP), Maintenance Management Plan covering conditions of monitoring techniques, list of spares required and existing.
- xxi.** Deleted.
- xxii.** Review quantity in stock and adequacy of spares at the end of Defect liability Period and arrange to procure the required spares, as per the Material Management Plan (MMP) and handover to DPA. All the facilities Pumps shall be handed over to DPA in good running condition.
- xxiii.** Establish emergency procedures, which shall include action plan during Cyclone, fire, natural calamities and such exigencies etc.
- xxiv.** Ensure good house-keeping, cleanliness & environmental protection Establish and maintain cordial relations with Deendayal Port Authority staff.
- xxv.** As per requirement calibrate and set meters, safety devices, protection devices, measuring instruments, gauges etc. periodically to ensure accuracy.
- xxvi.** Make the proposed systems available timely for inspection by Employer/ TPTA or other competent authorities.
- xxvii.** Assets handed over to the O&MC contractor for any improvement in operation shall revert back to owner free of cost, subject to normal wear and tear.



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- xxviii.** The contractor shall engage duly qualified team (skilled and semi-skilled), any sub-contractor, OEM Vendor etc., required for carrying out routine, preventive and breakdown maintenance. The contractor has to post enough staff so that the proposed systems are looked after properly round the clock, the employer has got the right to request the contractor to increase the staff if not found sufficient. The contract Engineer will report to the Engineer in Charge for day to day activity.
- xxix.** The responsibility of the O&MC Contractor includes procurement, stocking and use of maintenance spares as well as consumables required for satisfactory performance.
- xxx.** 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.
- xxxi.** All the spares, consumables, tools, tackles, manpower and machinery etc. as per requirement for executing the Annual Operation & Maintenance Contract 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.
- xxxii.** All necessary tools and tackles such as spanner set, screwdrivers & testers, pliers, welding set, gas cutting set, grease gun, chain block etc., required for the purpose of servicing, maintenance, repair, monitoring of system parameters, etc. shall be arranged and maintained by the Contractor at site at his own cost.
- xxxiii.** Operation & Maintenance Contract of Diesel Engines shall be carried out through the authorized service centre of Diesel Engine vendor if required.
- xxxiv.** Contractor has to submit a Daily Report on the status of each equipment and any maintenance activity carried out in brief every day at 10:00 hrs. to the Engineer in Charge. In addition, the contractor has to submit detailed maintenance report for each equipment at the end of the month. The format of all reports shall be finalized by the contractor within 15 days of commencement of O&MC in consultation with EMPLOYER/TPIA.
- xxxv.** During entire period of Annual Operation and Maintenance Contract the contractor has to arrange loading, unloading and transportation of any equipment's and spares from oil jetty area to outside and vice- versa for any repair/rectification/procurement work.
- xxxvi.** Contractor shall submit the documents in support of qualification and experience of the personnel proposed to be deployed by him to DPA at least one week in advance for verifying whether they meet the educational and experience criteria. Contractor will also maintain the profile of the staff personnel for posted staff during O&MC period.



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- xxxvii.** If any damage caused by the workmen engaged by the O&MC Contractor, is noticed by DPA, to any machinery or equipment or installation of DPA due to negligence, ignorance or mala fide intention shall be made good at the cost of the O&MC 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 O&MC contractor or any money due to the O&MC Contractor.
- xxxviii.** All the staff/workers deputed by the Contractor during O&MC period shall wear uniform along with Identity card and Personnel Protective Equipment's (PPE's).
- xxxix.** Contractor shall strictly follow all the labour acts, rules and regulations in force from time to time.
- xl.** During Operation & Maintenance Contract including Defect Liability period of One (01) year, Contractor has to provide the bare minimum staff as mentioned below for round the clock i.e. in every shift at Oil Jetty on each day including Sunday /Holidays and other closed / Public Holidays throughout the currency of the contract.

Sr. No.	Designation, Qualification & Minimum Experience Criteria	Minimum number of Manpower	Remarks
1.	One Engineer Electrical/ EEE, and One Engineer Mech in General Shift. (In case degree holder having min. 3 years experience & Diploma holder having min. 5 years experience.). (Nodal Officers) .	02	General Shift
2.	One Electrical Technician (Diploma/ ITI holder) and One Mechanical Technician (Diploma/ ITI holder) Min. 3/5 -year Experience in relevant field.	02	Per Shift
3.	Skilled Labour, Min. 3 to 5-year Experience in relevant field.	02	Per Shift

The General shift timing is: 0800 hrs. - 1700 hrs

Per Shift timings:

07:00 hrs to 15:00 hrs

15:00 hrs to 23:00 hrs

23:00 hrs to 07:00 hrs

The above listed O&MC is only minimum



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Note-

- a. The maintenance of the firefighting system installed by the EPC contractor shall be done by the contractor in accordance with recommendations of original Equipment Manufacturer by following sound engineering practice and proper maintenance standards. No patch repair work shall be allowed.
- b. During operation, if any abnormality, defect/ fault are noticed, the same shall be promptly communicated and remedial steps must be taken under intimation to the Engineer in-charge of DPA. The contractor shall place a suitable mechanism for rectification of problems so that delay in operation can be avoided.
- c. Delay in attending the breakdown: For any breakdown (except major breakdown i.e major overhauling or any other repair on approval by Engineer-in-charge) during operation of the firefighting system staff has to instantly attend and rectify the breakdown within shortest possible time or otherwise a penalty of Rs. 1000 per day will be levied on contractor. For major overhauling the contractor has to initiate the rectification of the defect and provide the schedule to the employer with in 2 days and the work shall be completed with in shortest possible time or otherwise a penalty of Rs. 5000 per day will be levied on the contractor from 3rd day onwards in case of non production of the work schedule of the overhauling.
- d. Apart from the above listed O&MC manpower, if required for maintenance firefighting system installed by the contractor, extra manpower is to be deployed by the contractor to complete the repair work in shortest possible time. No extra payment shall be made in this regard.
- e. The contractor has to manage all equipments/ tools/ tackles during the O&MC period at his own cost.

5.0 PERSONAL PROTECTIVE EQUIPMENTS: (PPE's)

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

(a) CONDUCT:

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

(b) ACCIDENT:

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



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(c) WATCH AND WARD:

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

(d) SAFETY:

- (i) The Contractor shall be responsible for the safety of all activities on the Site. 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. Further it is in the scope of the contractor that to comply all the statutory requirements/ guidelines/ norms/ standards/ /specifications/ observations/ instructions raised during safety audit or by safety officer/ FcSO DPA time to time as per directed EIC.
- (ii) The contractor should take necessary safety measures to carry out the job, without causing any accident, in the work premises, which will ultimately cause loss to the Employer either directly or indirectly.
- (iii) The contractor should apply for written permission to the Fire Officer, DPA, to carry out the hot jobs with full details of the work, date, duration of work etc., DPA will provide fire-watch service free of cost.
- (iv) The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.
- (v) All the required Safety Gear and Fire Fighting shall be made available by the contractor at the site of work for any emergency.
- iv) The permission copy should be sent to port fire and safety officer and the safety section in advance.
- v) The hot job should be started only after the concerned supervisory staff of the concerned department is satisfied with the safety arrangements made at site.

Note-

(e) ENGAGEMENT OF LABOUR:

The contractor shall make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transportation etc

(f) LABOUR RULES:



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In respect of all labour directly or indirectly employed on the works by the Contractor, the Contractor shall comply with and implement all the Provisions of the Contract Labour (Regulation and Abolition) Act 1970, or any amendment thereof, and all legislations and Rules of the State and / or Central Government or other local authority formed from time to time governing the protection of health, sanitary arrangements, wages, welfare and safety of labour employed on the works and the Contractor shall be deemed to the Principal Employer for this purpose, the rules and other statutory obligations with regard to fair wages, welfare and safety measures, maintenance of register, etc., will be deemed to be part of the Contract. The Contractor will get itself registered with the concerned statutory authorities as provided in the Act and shall be directly responsible of the authorities there under for compliance with the provisions thereof.

(g) LABOUR LICENSE:

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

(h) POLICE VERIFICATION & GATE PASS/ENTRY 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 laborers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement; as entire 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.

(I) 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



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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.

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

(g) REGISTERS TO BE MAINTAINED AT SITE:

SITE ORDER BOOK:

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

HINDRANCE REGISTER:

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

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

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

All the documents prepared by the contractor will be the property of EMPLOYER. The contractor will not share the information contained in the above said log books registers with any



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outside person without written permission of EIC. The contractor will hand over the all the logs and registers to DPA at the time of completion of contract period.

6.0 PORT OBLIGATION:

- (a) On completion of Erection, Testing, commissioning and Performance Guarantee Test of proposed systems, adequate space for storage of spares, tools & tackles shall be provided by DPA free of cost at convenient location during O&MC period. However, accommodation for office purpose on contractor request (if available) shall be provided on chargeable basis as per approved scale of rates of DPA.
- (b) The service for Fire Watch required for carrying out any hot works, shall be made free of cost by the Employer. However, all the necessary arrangements like obtaining a fire watch permits from the concerned authority, transportation of man and materials, if any for fire prevention etc. shall have to be done by the EPC contractor at his own cost. No claim whatsoever on account of delay in arrangements of arrival of Fire Watch services shall be entertained.
- (c) Power shall be provided on non-chargeable basis during Annual Operation & Maintenance Contract period and contractor has to apply with test certificate of installation for electric connection. All the necessary cabling, switch gear, meter, etc. shall be arranged by the contractor at his own cost. No claim whatsoever on account of unavoidable failure of power supply shall be entertained. If DPA is unable to provide electricity, the same shall be arranged by the contractor at his own cost.
- (d) Deleted

7.0 PAYMENT TERMS FOR OPERATION AND MAINTENANCE CONTRACT:

- (a) Hundred percent (100%) of the Price plus GST specified in the Appendix-1, under Part A-2 of the respective year of Volume-I-Commercial Part of the Tender documents shall be released on monthly pro-rata basis by Engineer In-charge subject to satisfactory maintenance as certified (on monthly basis).
- (b) Payment against O&MC Activity shall be initiated after date of commissioning mentioned in commissioning certificate and upto 05 (five) years thereof. Cost of O&MC Activity before date of commissioning mentioned in the commissioning certificate deemed to be included in the quoted price under Item Part A-2 of the contract.
- (c) Along with monthly bill, the contractor shall submit the following documents:
 - (i) Copy of Provident Fund Challan as a proof that EPF contribution in respect of his employees at site on individual employee basis (upto the previous month) has been deposited with the Provident Fund Authorities. Original Challan to be shown to the Engineer-in-Charge- if applicable.



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- (ii) Certificate that payment of wages to each worker deployed by him for this job has been made on (date upto or before 7th of every month), through bank and contractor shall submit the bank document in proof of remitting the amount into the account of each workmen.

(d) The contractor shall ensure submission of monthly bills latest by 10th of every month.

8.0 PENALTY CLAUSES RELATED TO O&MC CONTRACT PERIOD:

8.1 Penalty for Failure to Achieve the Criteria Target:

(a) The availability of Entire Firefighting system (All the facilities installed by the contractor) shall be minimum of 90 % of every month during O&MC period. For every 1% drop in availability below 90 % (every month), will attract penalty at the rate of 1% (for every 1% drop in availability) of the respective monthly bills/ Invoices. However, in the event of failure to achieve target of 90% in any 06 (06) consecutive months, the DPA has the right to terminate the contract with one-month notice and forfeit the security deposit at his own discretion. Contractor shall carry out all Routine check-ups, periodically inspection, Preventive Maintenance as per the OEM Schedule/ Maintenance plan. The EPC Contractor has to submit the maintenance schedule for all the facilities installed covered under the scope of work

Note: Availability will be calculated as follows: -

$$\text{Availability in \%} = \frac{(720 - \text{Schedule maintenance hours-breakdown hours})}{(720 - \text{Scheduled Maintenance Hours})} \times 100$$

8.2 PENALTY FOR NON-DEPLOYMENT OF MANPOWER & PPE'S

The receipt of all the payments made towards the O&MC staff shall be produced to Employer by the contractor.

- a) For non-deployment of Engineer the penalty of Rs. 2000 per day per shift per Employee shall be levied and recovered from the monthly bill.
- b) For non-deployment Technician/Semi-Skilled Labour is Rs. 1000 per person per shift.
- c) The contract employees shall report to the Engineer-In-Charge every day at the commencement of shift. Contractor has to maintain a Muster Roll, signed by each employee on their working day, and this register shall be submitted to the Engineer-in-Charge on a daily basis and his signature obtained. In addition, the deployment of required man power in each shift will be monitored by DPA at random.
- d) For non-wearing of PPEs by the contractor's employees is Rs. 200 per person per item (applicable for helmet and safety shoes only)



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- e) If the vehicle is not deployed round the clock, a penalty of Rs. 1000/- per shift of non-deployment will be levied.

9.0 SPECIAL CONDITIONS OF O&MC CONTRACT:

- (a) The contractor is liable to carry out all maintenance work including any failure/break down during operation with immediate intimation to the Engineer in charge of DPA and make the proposed system ready for operation expeditiously by keeping all the maintenance staff round the clock. The surface preparation & painting shall be done by the Contractor wherever rusted as directed by Engineer-in-Charge.
- (b) Critical Spares/ Insured spares shall be restored to original level at the time of completion of Annual Operation & Maintenance Contract or termination due to unsatisfactory performance.
- (c) In the event of the two parties (O&MC Contractor & Employer) not agreeing on the repairs, necessary question will be treated as a dispute and will be referred to Third Party Inspection Agency engaged by DPA and their decision shall be final and mandatory on the parties. The charges incurred for Third Party Inspection Agency will be borne by Deendayal Port Authority.
- (d) No telephone communication etc. will be provided by the Deendayal Port Authority. Contractor has to arrange their own cost.
- (e) No vehicles/conveyances will be arranged for the maintenance staff/officials of contractors by the DPA, Contractors has to arrange a vehicle for his staff at his cost.
- (f) For office set up all the office stationery, furniture, computer, printer, etc. as required to be arranged by the contractor at his own cost. However, accommodation for office purpose (if available) shall be provided on chargeable basis as per approved scale of rates of DPA.
- (g) Residential accommodation for maintenance staff of the O&MC contractor shall be arranged by contractor at his own cost. However, accommodation facility (If available) at Kandla Port Colony for maintenance staff shall be provided by the Deendayal Port Authority, on request and chargeable basis as per DPA's Terms and conditions.
- (h) The contractor has to deploy two nos. of Electric MUV vehicle of suitable make (Make-BYD/ MG/ KM/ HM/ TM) with the approval of EIC for transportation, supervision, inspection & monitoring of the SITC & O&M works at the site area by the DPA officials with minimum range of 350 kms in one charging and average running kilometer of 3000 kms per month basis per each vehicle including cost of charging, maintenance, driver costs etc. inclusive of all cost, which is to be borne by the contractor only. In case the contractor does not provide the vehicle the employer will engage the other similar vehicle and the actual expense incurred will be recovered from their due payments or Rs. 2500/- per day (whichever is higher) will be recovered.



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- (i) Corrective / Breakdown maintenance calls have to be attended immediately by the O&MC contractor, in any case within 8 Hrs. upon intimation by DPA.
- (j) In case of break down which needs OEM Service engineer, the O&MC contractor has to ensure that OEM service engineer must reach on the site of Kandla within 72 Hrs. of receipt of complain (communicated via e-mail or telephonically).
- (k) Contractor shall nominate one nodal person at site, available in general shift, for all communication and coordination with Engineer-in-Charge. This nodal person shall have 24 hours communication facility / mobile phone. If required by Engineer-in-charge, the nodal person should be available beyond office hours and holidays also.

10. INSURANCE:

- (a) The contractor shall be responsible to insure all his assets at site against damages including break downs, theft etc.
- (b) No claim/compensation whatsoever will be entertained by the EMPLOYER for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor has to make his own arrangement of insurance for their staff and property at their own.
- (c) All documentary evidence shall be submitted to Employer before commencement of O&MC .

11.0 TERMINATION OF CONTRACT:

In case of the performance of the contractor is not found satisfactory/as mentioned in penalty clause number 8: DPA reserves the right to terminate the O&MC with one-month notice. In such event Bank Guarantee towards performance guarantee of the Contractor shall be forfeited by the Employer.

12.0 TAKING OVER ON COMPLETION OF O&MC :

- (a) Three months prior to the closure of Annual Operation and Maintenance Contract the Employer and the contractor along with Third Party shall meet to undertake a front inspection to assess the condition of the firefighting system and the repairs necessary to bring them to working condition. The Annual Maintenance contractor shall carry out all the repairs necessary for this purpose at his cost and hand over all the facilities in fully working condition. At the time of handing over the system, the contractor will have to submit a list of spares required for smooth operation and maintenance of the system for a period of at least 1 year from the date of handing over of the system to DPA.
- (b) Critical Spares/Insured spares shall be restored to original level at the time of completion of Annual Operation & Maintenance Contract or termination of contract due to unsatisfactory performance.



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13.0 PAINTING:

- a) All exposed metal surface of proposed facilities such as Pipeline, Fire Fighting Equipment's & Structure etc. are to be thoroughly chipped, cleaned, prepared, primed and painted as per painting specifications given in tender documents. Full painting will be carried out prior 12 months from the closure of the O&MC contract or as directed by Engineer-in-Charge.
- b) However, the contractor shall carry out spot painting of rusted areas as and when required at no extra cost on the instruction of EIC. All the paint material shall be of approved make as define in the tender documents.

Cost for supply for Manpower, Paint material and machinery as required for completing the work to the satisfaction of Engineer in charge are deemed to be included in the quoted price of the O&MC contract.

15.0 Critical Spares/ Recommended spares/ Insured spares:

Critical spares/ recommended spares/ Insured spares shall be maintained at site at all times during guarantee period, Transition period & O&MC period. All the Critical Spares/ Recommended spares/ Insured spares shall be specified by the contractor during bidding and the contractor has to maintain at least 5% of each item as per the BoQ furnished by the contractor as per the Operation & Maintenance manual.

Note: In case of failure to recoup of insured/ recommended spares/ critical spares, EIC shall deduct 1% of the O&MC bills payable in a particular month for each spare in case the spare is not recouped within 7 days after consumption of the said spares or from the date of intimation by EIC whichever is earlier.