

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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MECHANICAL ENGINEERING DEPARTMENT



DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO: EL/AC/MHCHIRE/2022

OFFICE OF THE SUPERINTENDING ENGINEER (ELECTRICAL)
GROUND FLOOR
PORT & CUSTOMS BUILDINGS
DEENDAYAL PORT AUTHORITY
NEW KANDLA
E-Mail – see@deendayalport.gov.in

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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SECTION – I

Notice Inviting Online Tender

Department Name	Mechanical Engineering department
Circle/Division	Electrical Division
Tender Notice No.	EL/AC/HMCHIRE/2022
Name of work	Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis
Period allowed for installation of cranes and commencement of operations	6 months
Bid type	Open
Bid call (nos.)	First
Qualification Criteria	<p>The bidder shall fulfill the following pre-qualification criteria:</p> <p>I. The bidder must have handled at least 2.5 lakh tons of dry bulk cargo/Break bulk Cargo (Container cargo will be equated at the rate of 12 MT per TEUs) per annum per offered crane in any sea port/ICD for 3 years during the last 5 years ending on 31.08.2022. In this regard, the bidder is required to submit a certificate issued by the respective sea port/ICD.</p> <p>(OR)</p> <p>Erection, testing, commissioning of Bulk handling equipment viz ELL Cranes / stackers /bwr / ship loader / Ship un-loader / HMCs etc. and / or their maintenances, for which value (of single or multiple orders - not more than three) should be minimum 1.5 Cr per annum per offered crane for 3 years during the last 5 years ending on 31/08/2022. In this regard, bidder is required to submit copy of Work Order, Completion Certificate indicating Satisfactory performance.</p> <p>II. The bidder must have average annual turnover of</p>

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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	Rs. 3.19 crore or more for per offered crane during last three years ending on 31.03.2022 as certified by the Chartered Accountant.
Joint Venture	Not applicable
Bid document fee	Rs.10,000.00 (excluding GST)
Bid Document fee favour of	FA & CAO, Deendayal Port Authority payable at Gandhidham
Bid Security/EMD	Rs.05,32,000/- per offered crane
Bid security/EMD in favour of	FA & CAO, Deendayal Port Authority payable at Gandhidham
Bid document downloading start date	27/09/2022 at 1630 hrs.
Bid document downloading end date	19/10/2022 at 1400 hrs.
Date and place of pre-bid meeting	15.00 hours on 07/10/2022 at New Board Room, Administrative Office Building, Deendayal Port Authority, Gandhidham – Kachchh, Gujarat
Late date and time for online submission of bids	19/10/2022 at 14.30 hrs.
Bid validity period	180 days from the date of opening of preliminary bids.
Condition	Tender fee (Demand Draft/Banker's Cheque/Pay order) and EMD (in form of BG) shall be submitted in electronic format online (by scanning) while uploading the bid. Technical Bid of only those firms received electronically.
Bid opening date	Preliminary bids will be opened on 19/10/2022 at 1500 hrs. Technical bids will be opened only of those bidders who have submitted the tender fee and EMD of appropriate value in the appropriate form as per the tender condition. Opening of price bid shall be notified after scrutiny and evaluation of technical bid.
Documents required to be submitted by scanning through online	a. EMD & Tender fee b. Documents in support of fulfilling qualifying criteria i.e 2.1 (a) and other documents i.e. 2.1 (b) of Section-II, Form No. 3 and 5 of Section-VI. c. For the purpose of realization, the bidder shall send all the above documents in original or notarized within seven days from the date of opening of preliminary bid to the Office of Superintending Engineer (E), Ground Floor, Port &

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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	Customs Building, Deendayal Port Authority, New Kandla, Kachchh District, Gujarat – 370 210
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NOTE: 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 solution – A division of GNFC LTD., (n) procure cell 403, GNFC Info Tower, SG Road, Bodakdev, Ahmedabad – 380 054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525
BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, and 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, and 525)

Format and Signing of bid

The price bid to be submitted on line shall be signed digitally by a person or persons duly authorized to sign on behalf of the bidder. The bid shall contain no alterations, additions, except those to comply with instructions issued by the employer.

Submission of bids

Bidders who wish to participate 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 below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info Tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190/9898589652.

The price bid to be submitted online shall be signed digitally by a person OR person duly authorized to sign on behalf of the bidder.

The accompaniments to the tender documents as described herein shall be scanned and submitted online along with tender documents. However, the original/attested hard copies, except price bid, shall have to be forwarded subsequently so as to reach the Superintending Engineer (E), within 7 days of the opening of the Preliminary bid of the bidder, failing which the tender shall be considered as non responsive.

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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The envelopes containing Bid except Price Bid (Section-V) shall be addressed to:

Superintending Engineer(Electrical)
Electrical Division, Ground Floor,
Port & Customs Bldg., Deendayal Port Authority
P. & C. Building, New Kandla – 370210
Kutch – Gujarat

The envelopes shall bear the following identification:

Accompaniments for “Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis”.

Bid reference No: EL/AC/MHCHIRE/2022

Name and address of the bidder.

Deadline of submission of the bids

Bids must be received by the licensor in on-line system at website <https://kpt.nprocure.com> not later than 1430 **hours on 19/10/2022** in the event of the specified date for the submission of bids being declared a holiday by the employer, the bids will be received up to the appointed time on the next working day.

The licensor may extend the deadline for submission of bids by issuing an amendment in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will be subject to the new deadline.

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 Documents on <https://www.nprocure.com> 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 shall prevail. Besides, the bidder shall be liable for legal action for the lapses.

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

1.1 Deendayal Port Authority (hereinafter referred to as the licensor) intends to receive bids from the interested eligible bidders for the work as mentioned in the Tender call Notice. All bids shall be completed and submitted to Deendayal Port Authority in accordance with the instructions to the bidders.

2.1 PRE-QUALIFICATION CRITERIA

(a) The bidder shall fulfill the following pre-qualification criteria:

I. The bidder must have handled at least 2.5 lakh tons of dry bulk cargo/Break bulk Cargo (Container cargo will be equated at the rate of 12 MT per TEUs) per annum **per offered crane** in any sea port/ICD for 3 years during the last 5 years ending on 31/08/2022. In this regard, the bidder is required to submit a certificate issued by the respective sea port/ICD.

(OR)

Erection, testing, commissioning of Bulk handling equipment viz ELL Cranes / stackers / bwr / ship loader / Ship un-loader / HMCs etc. and / or their maintenances, for which value (of single or multiple orders - not more than three) should be minimum 1.5 Cr per annum **per offered crane** for 3 years during the last 5 years ending on 31/08/2022. In this regard, bidder is required to submit copy of Work Order, Completion Certificate indicating Satisfactory performance.

II. The bidder must have annual average Turnover of Rs.3.19 crore or more **for per offered** crane during last three years ending on 31.03.2022 as certified by the Chartered Accountant.

DOCUMENTS REQUIRED

(b) Bidders shall scan and forward the following information and documents with their bid.

I. PAN and GST documents issued by Competent Authority.

II. 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.

III. Experience certificate as required under clause 2 (a) (I) above.

- IV. EMD in approved format.
- V. Declaration that the bidder has not been banned/de-listed by any govt./semi-Govt. organization or PSUs.
- VI. An undertaking to the effect that no change has been made.
- VII. Certificate issued by the Chartered Accountant for Annual Average Turnover, as required under Clause No. 2 (a) (II) above.

3.1 SYSTEM OF BIDDING

The bidder has to quote the royalty rate per crane, in percentage terms, that he is willing to pay Deendayal Port Authority over and above the minimum royalty rate of 32.60% per crane per hour of handling charges for various cargoes per the notified tariff of Deendayal Port Authority.

The bidder can quote for one or two number of cranes.

The successful bidder would be selected on the basis of the bidder who match with the highest royalty (in percentage) over and above the minimum royalty rate of 32.60 % per crane per hour rate fixed by DPA. The tariff so approved and notified by DPA by prevailing rules will be applicable from time to time.

4.1 COST OF BIDDING

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

5.1 SITE VISIT

The bidders may conduct the site visit on his own or jointly with DPA prior to submission of the bid. The bidders are strongly advised to assess the site conditions and submit the realistic offer at their own cost without any liability on the DPA.

6.1 CONTENTS OF BID DOCUMENTS

Section I	Tender Notice
Section II	Instruction to Bidders(ITB)
Section III	General Condition of Contractor (GCC)
Section IV	Scope of work
Section V	Price bid
Section VI	Forms

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Section VII	Cargo handling statistics
Section IX	Performance Norms for Licensed HMCs

6.2 The Bidders are strongly advised to examine all the instructions, forms, terms and specifications in the Bidding documents. Failure to furnish all the information required by the Bidding Documents or submission of a Bid not Techno-Commercially responsive, in every respect, will be at the Bidder's risk and shall result in the rejection of its Bid.

7.1 CLARIFICATION ON BID DOCUMENTS

A prospective bidder requiring any clarification of the bidding documents may request Deendayal Port Authority in writing sufficiently before pre bid meeting and reply shall be uploaded on DPA website if the clarification requested for are considered appropriate by DPA.

8.1 AMENDMENT OF BIDDING DOCUMENTS

8.2 At any time prior to the deadline for submission of bids, Deendayal Port Authority 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.

8.3 Any amendment will be notified on the website prescribed in Notice Inviting Tender and on port web site. The bidder shall be solely responsible to check the web site for the amendment issued in shape or corrigendum and/or addendum.

8.4 In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, Deendayal Port Authority may at its discretion, extend the deadline for the submission of bids.

9.1 LANGUAGE OF BID

The Bid prepared by the Bidder and all correspondences and documents relating to the Bid exchanged by the Bidder and Deendayal Port Authority shall be written in English language only.

10.1 MAXIMUM NUMBER OF CRANES FOR WHICH A BIDDER CAN QUOTE

The bidder can quote for one or two numbers of crane.



11.1 ROYALTY RATE

The bidder shall quote royalty rate over and above the minimum royalty rate of 32.60% per crane per hour of handling charges for various cargo as per the notified tariff of Deendayal Port Authority.

12.1 BID VALIDITY

- 12.2 Bids shall remain valid for a period of **180 days** from the date of opening of Technical Bid. A bid valid for a shorter period may be rejected by the Licensor as non-responsive.
- 12.3 In exceptional circumstances, prior to expiry of the original time limit, the Licensor may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

13.1 SECURITY DEPOSITS

Bid Security (Earnest Money Deposit-EMD)

The tender shall be accompanied by Earnest Money Deposit of Rs. 05,32,000/- (Rupees Five Lacs Thirty Two Thousand Only) **for per offered cranes**. The tender not accompanied with EMD shall not be considered and their technical and price bid will be returned un-opened. The Earnest Money Deposit shall be submitted in the form of Bank Guarantee issued by any Nationalized/Scheduled Bank, having its branch in Gandhidham. The validity period of bank guarantee should be of 30 days in excess of the bid validity.

- (i) EMD will be refunded **suo-motu** to unsuccessful bidders without any application after finalization of tender.
- (ii) The EMD of successful bidder will be discharged (refunded) after he has obtained the license from the DPA and furnished the required Performance Security.
- (iii) No interest will be allowed on the Earnest Money Deposit.

(b) The EMD may be forfeited if;

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

OR

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- (ii) The successful bidder, having been notified of the acceptance of its bid by Deendayal Port Authority during the period of bid validity, fails within the specified time limit to :

a) Sign the Agreement; **Or**

b) Furnish the required Performance Security and/or does not agree to carry out the work as per the tender condition.

13.2 PERFORMANCE SECURITY DEPOSIT (PSD)

- (i) Licensee shall have to furnish a Security Deposit of Rs. 80 Lakhs (Eighty Lakhs Only) **per offered crane** in form of a Bank Guarantee (BG) in a prescribed format issued by any Nationalized bank having its branch at Gandhidham within 30 days of issue of LOI. The BG must be valid till 30 days after the expiry of the Licensee period of ten years with a claim period of 6 months. The licensee can also opt to submission of bank guarantee having validity of three or more years which should be suitably extended by the licensee upto licensed period.
- (ii) DPA reserves the right to encash the Bank Guarantee in case of any default of the Licensee.
- (iii) The B.G. shall be extended by the licensee if required by DPA and licensee will bear cost in this regard if any.
- (iv) After successful completion of the license period, the performance security deposit will be returned back after making good any dues against the successful bidder.

14.1 ALTERNATIVE PROPOSALS BY BIDDERS

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

15.1 SUBMISSION OF BIDS

Bidders who wish to participate 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 below mentioned address should be contacted:

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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(n) code Solutions, A Division of GNFC

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

The price bid to be submitted online shall be signed digitally by a person OR person duly authorized to sign on behalf of the bidder.

The accompaniments to the tender documents as described herein shall be scanned and submitted online along-with tender documents.

However, the original/attested hard copies, except price bid, shall have to be forwarded subsequently so as to reach the Office of the Superintending Engineer (Mechanical), within 7 days of the opening of the Preliminary bid of the bidder, failing which the tender shall be considered as non-responsive.

The envelopes containing Bid except Price bid (Section-V) as mentioned at clause No. 6.1 shall be addressed to:

Superintending Engineer (E)
Electrical Division,
Ground Floor, Port & Customs Bldg.
Deendayal Port Authority
New Kandla – 370210
Kutch – Gujarat

And shall bear the following identification:

Accompaniments for “Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis”

Bid reference No. EL/AC/MHCHIRE/2022

Name and address of the bidder.

16.1 MODIFICATION AND WITHDRAWAL OF BIDS

16.1 Bidders may modify or withdraw their bids before the deadline of submission of bid.

16.2 No Bid can be modified after the deadline for submission of Bids.

16.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity or as extended may result in the forfeiture of the Bid security i. e. EMD.

17.1 BID OPENING

17.2 DPA will open the bids in the presence of representatives who choose to attend the bid opening. In the event of the specified date of bid opening is Sunday or declared holiday for Deendayal Port Authority, the bids shall be opened at the appointed time and location on the next working day. The bidder should depute it's representative to identify the documents submitted in the technical bid.

17.3 The bids shall be evaluated first on the basis of the documents submitted by the bidders to satisfy the eligibility requirements as mentioned in the NIT and then the Techno-Commercial Offers of the eligible bidders only shall be evaluated.

17.4 Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.

17.5 Bidders, representatives, maximum of two per bidder, shall be permitted to attend bid opening and they should have authorization letter from the bidders.

18.1 CLARIFICATION OF BIDS

18.2 To assist in the examination and comparison of Bids, the Licensor may, at his discretion, ask any Bidder for clarification of his Bid. 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.

19.1 EVALUATION METHODOLOGY AND COMPARISON OF BIDS

Conditional bids may be rejected by DPA. The technical evaluation shall be made strictly on the basis of the documents submitted by the bidders in support of the eligibility, the technical and commercial response.

GST and any other statutory levy as applicable from time to time on the total royalty payable by the bidder shall be borne by the successful bidder.

20.1 CONTACTING DEENDAYAL PORT AUTHORITY

Bidder shall not contact DPA on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. Any effort by any bidder to influence DPA in the Bid Evaluation, Bid comparison or contract award decision, shall result in disqualification of the bidder and forfeiture of the EMD.

21.1 AWARD OF CONTRACT (Grant of License)

The Licensor will Grant the License to the Bidder who match with the H1 bidder, provided that such Bidder has been determined to be eligible and qualified. Grant of license will be after submission of performance security and execution of agreement etc.

22.1 LICENSOR'S RIGHT TO ACCEPT/REJECT ANY OR ALL THE BIDS

The Licensor reserve the right to accept/reject any or all bids and to cancel the bidding process, at any time prior to the grant of license without assigning any reason whatsoever.

23.1 NOTIFICATION OF AWARD (GRANT OF LICENSE) AND SIGNING OF AGREEMENT

23.2 The Bidder, whose Bid has been accepted will be notified about the grant of license by the Licensor prior to expiration of the Bid validity period by e-mail followed by confirmation by letter. In this letter(hereinafter and in the Conditions of Contract called the "Letter of Intent") the license period, **total royalty rate (in percentage)** to be paid to DPA, etc. will be mentioned in line with the tender conditions.

23.3. The DPA will grant the license subject to the furnishing of a performance security and submission of signed agreement format on non-judicial stamp paper of Rs. 300/- in accordance with the provisions of tender condition to the effect that the successful bidder shall comply with all the terms and conditions of the tender document including timely payment of per ton revenue share to DPA on the quantity of cargo handled by the bidder.

23.4 The bidder is required to submit Agreement and performance guarantee within 21 days of issue of the Letter of Intent.

24.1 Fraud and Corrupt Practices

24.2 The bidder and their respective officers, employees, agents and advisers shall

observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices") in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder's Proposal.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

- (a) "**corrupt practice**" means (i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;
 - (b) "**fraudulent practice**" means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
 - (c) "**coercive practice**" means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person's participation or action in the Selection Process;
 - (d) "**undesirable practice**" means (i) establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of
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Interest; and

- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the Licensor 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.

24.3 Licensor will declare a Bidder ineligible to participate in any tender or RFP issued by it, either indefinitely for a stated period of time, if at any time such Bidder is found to have either directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

25.1 LICENSE PERIOD

(1) The validity of the license shall be for a maximum period of five years from the date of commissioning of crane(s) in respect of a bidder who brings in brand new owned crane (i.e. crane procured and commissioned after the award of LoI) / hired / leased HMC (s). However, in any case, owned / hired / leased HMC (s) shall not be older than 5 Years.

The license period may be extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo, with same terms and conditions.

(2) The license period will commence from the date of deployment of the crane for operation.

Authentic documentary evidence duly attested by notary public showing the date of procurement of crane and date of manufacture of the crane shall have to be produced by licensee prior to award of license as well as while seeking permission for replacement of crane.

26.1 MEMORANDUM OF SETTLEMENT

The Licensee shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level with out the prior approval of DPA in relation to any work under taken by him in the Port premises.

27.1 The License granted to the successful bidder is not transferable.

28.1 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 DPA. If the deviation statement in Form-5 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 bidder, 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, DPA may consider such requests from the bidder, provided the bidder submits its request with adequate justification.

29.1 UNDERTAKING BY THE BIDDERS

The bidders shall give an undertaking that they 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 Prevention of Corruption Act (PC Act) in connection with the bid.

30.1 INTERPRETATION OF MOBILE HARBOUR CRANE

Mobile Harbour Crane (MHC) and Harbour Mobile Crane (HMC) is the same equipment and will have the same meaning for all purpose.

31.1 Pre-Bid meeting

The bidder or his official representative may attend pre-bid meeting to be 07/10/2022 held at 15:00 hrs. in the NewBoard Room, AO Bldg., Deendayal Port Authority, 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.

32.1 In case of any discrepancy between the tender documents hosted by DPA on www.deendayalport.gov.in and www.nprocure.com, the version of tender document hosted on www.nprcocure.com shall be final and binding.

**Seal and signature
of the bidder**

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



SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)

1.1 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. **"Licensor/licensor"** 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. **"Licensee"** means the person or persons, firm, corporation or company whose tender has been accepted by the Licensor and includes the Licensee'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 Acceptance and the Contract Agreement.
 - d. **"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 Licensor.
 - e. **"Traffic Manager"** shall mean the Traffic Manager of Deendayal Port Authority.
 - 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 licensee under 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. **"Approved"** or **"Approval"** shall mean approval in writing.
- k. **"Month"** shall mean English Calendar Month.
- l. **"Engineer-in-charge"** shall mean any officer/Engineer authorized by Traffic Manager/Chief Mechanical Engineer for purpose of this contract.
- m. **"Operation-in-charge"** shall mean any officer authorized by Traffic Manager for the purpose of Contract.
- n. **"Year"** for the purpose of this contract shall mean a period of 12months commencing from the date of commencement of operation of harbour mobile cranes by the successful bidder.
- o. **"DPA"** shall mean Deendayal Port Authority.

2.1 USE OF CONTRACT DOCUMENT

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

3.1 SUBCONTRACTS

The Licensee shall not be allowed to engage any sub-contract for operation of cranes.

4.1 LICENSOR'S OBLIGATIONS

- 4.1 DPA may provide place for parking of the cranes, other than operational area on berth, subject to availability on applicable tariff of DPA.
- 4.2 Administrative support only, for obtaining clearance from any statutory authority, shall be provided by DPA.
- 4.3 On successful completion of all the obligations under the contract and on the request of the Licensee, a "Performance Certificate" will be issued by DPA.
- 4.4 DPA shall not take any responsibility of recovering crane hire charges from the users.
- 4.5 Available statistics of cargo handling at Berth no. 13 to 16 during last 03 years and projected / anticipated cargo handling are placed at Section VII.

- 4.6 The deployment of mobile harbour cranes will be under the direction and control of the Traffic Manager, DPA.
- 4.7 In case of award of any berth to PPP operator and said licensed cranes are not engaged then the operation will be continued for remaining berths.

5. LICENSEE'S OBLIGATIONS

- 5.1 Licensee shall Supply, Install, Commission, Operate and Maintain the cranes for handling only the cargo loaded / unloaded on the vessels berthed on berth no. 13to 16 as a Common User Facility.
 - 5.2 The successful bidder may bring duo crane i.e diesel driven and electrical driven cranes. Cost of fuel & electricity will be borne by successful bidder.
 - 5.3 To operate HMCs on electricity, successful bidders are required to tap the necessary arrangement from laid down cable & tapping points. The electricity will be on chargeable basis as per prevailing tariff.
 - 5.4 All the accessories, lifting appliances, tools, tackles required for operation inclusive of man power for satisfactory operation of the cranes are covered under the scope of the Licensee. The Licensee shall operate the cargowith utmost synchronization, if required on tandem operation mode, aligned with ship derrick, DPA / Licensed / Private owned Crane.The proposed HMCs should be capable of handling baby cap vessels i.e. beam of 42 mtrs.
 - 5.5 It shall be the responsibility of the licensee to ensure that the persons engaged for the work are clear from Security angle. Police NOC is required to be obtained from local policy station. Such NOC needs to be taken every year till expiry of license period. DPA is covered by ISPS code and all the related security concerns are to be taken care by the Licensee.
 - 5.6 Licensee shall nominate an authorized Representative through Power of Attorney for carrying out all the transactions with DPA.
 - 5.7 License shall obtain license from DGFASLI before commencing commercial operation of the cranes.
 - 5.8 Licensee shall strictly follow all labour related law and regulations.
 - 5.9 Licensee shall strictly follow all applicable Acts.
 - 5.10 Licensee shall pay damage rectification cost for the damage caused to port properties.
-

- 5.11 The licensee shall install and operate the crane at their own risk and cost. The port is not responsible for any damages to the crane or to their men deployed for operating crane.
 - 5.12 The licensee shall take third party insurance as well as cargo/vessel/port structure etc. covering each incidents/acts. The licensee will have option to take comprehensive insurance coverage covering all acts. The licensee is required to take such insurance from the date the crane is brought inside the port area and it's validity should be kept till the completion of license period. The Scope of the insurance shall also cover all the cargo handling workers/staff of Deendayal Port so deployed in the operation during the period of deployment.
 - 5.13 The licensee shall be responsible to obtain all clearances and approvals from the statutory authorities. Deendayal Port shall not be responsible for any loss/damage etc. occurring due to delay in obtaining and/or not granting permission or approvals from statutory authorities.
 - 5.14 All taxes and duties applicable to the licensee shall be payable by the licensee. Deendayal Port shall not be responsible for non-recovery of any amount from the exporters or importers etc.
 - 5.15 In case of any change of address of the licensee, the same should be promptly notified to the licensor.
 - 5.16 The operators/maintenance staff deployed by the licensee shall obtain permission from the competent authority for entry into port premises as per the prevailing guidelines.
 - 5.17 The licensee shall deploy the crane with the permission of the Traffic Manager. The operation will be under Traffic Department's directions.
 - 5.18 The licensee shall conform to and be bound by all the rules, regulations and bye-laws relating to handling operations, maintenance, and the like which may be prescribed from time to time by DPA.
 - 5.19 The crane deployed for operations shall be open at all times to the inspection of the licensor or his authorized agents or any other statutory agencies.
-

- 5.20 The licensee is required to submit information on per shift, per day, monthly, quarterly & yearly basis etc. in the prescribed format as required by DPA about the details of cargo handled, availability of crane etc. They have to pay the charges to DPA for the tonnage handled by the crane at the quoted rate every month.
- 5.21 The Licensee at his own cost shall be solely responsible for the following:
- a) To execute the operation and maintenance of mobile harbour cranes with due diligence, efficiency and in conformity with sound, administrative and financial practices to protect the interest of the licensor.
 - b) To co-ordinate with outside agencies for obtaining permission/approval/clearances etc. and with the port users that may be required for the operation.
 - c) To pay all the taxes, duties, cess, fees, levies and all other dues imposed by any authority of India or abroad as the case may be.
 - d) To keep the work site free from obstructions.
 - e) To remove cranes from the berth as and when required by Deendayal Port.
 - f) GST, if any, at the rates applicable from time to time, on total royalty payable by the licensee (i.e. Minimum royalty rate of 32.60% plus royalty rate offered by the licensee over and above the minimum royalty rate) will be payable by Licensee only.
- 5.22 Payment of royalty amount at total percentage rate offered by the successful bidder (i.e. Minimum 32.60% per crane per hour Plus percentage royalty rate offered over and above the minimum royalty percentage) of the gross amount of handling charges computed at tariff (notified by DPA from time to time) for various types of commodities / cargo handled during the particular month within 7 days of the succeeding month failing which interest for delayed payment shall be charged as per the provisions of SOR prevailing from time to time. GST, cess and other statutory levies shall be borne by the Licensee.
- 5.23 Submission of monthly reports showing the names of vessels, total quantity of cargo, type of cargo etc. and any other statistical reports as directed by the EIC. An indicative Proforma is given at Form 7.
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6.1 TERMINATION FOR DEFAULT

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

- (i) If the Licensee fails to commission and commence commercial operation of the cranes within the specified time period including extension, if any.
- (ii) If the Licensee fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Licensee.
- (iii) If the license fails to submit fresh performance security in the form of bank guarantee of appropriate amount within 15 days from date of encashment of bank guarantee which has been encashed by DPA in the event of failure of the license to pay any dues to DPA.

In case of termination of license for default by the Licensee, the amount of performance security will be forfeited and Licensee will be debarred from participating in any of the future tender of Deendayal Port Authority for a period of one year from the date of termination. No compensation whatsoever shall be payable by the port to the licensee on termination of license prior to the expiry of the license period.

7.1 Early Termination

The contract may be terminated by either party by giving written notice to the other before expiry of license period, atleast 120 days in advance and either party shall have not any right of any claim on other on account of such termination.

8.1 FORCE MAJEURE

This will be restricted to acts of GOD only.

9.1 JURISDICTION OF COURTS

All disputes shall be subjected to the jurisdiction of the local court of Gandhidham.

10.1 COMPLIANCE WITH STATUTES, REGULATIONS

The Licensee 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 Licensee 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 the Licensor indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Licensee. The total royalty share payable to DPA shall exclude all expenses whatsoever the Licensee may be required to incur for the compliance with the provisions of the above said legislation and no amount should be deducted from the total amount of royalty payable to DPA based on the total royalty percentage quoted and accepted by DPA. The Licensee shall make necessary arrangements for the Licensor to witness the payment made by the Licensee to his staff and labour. Licensee is not allowed to adjust any amount from the revenue share due to DPA.

11.1 INDEMNIFICATION

The licensee shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its heirs, administrators, executors, assigns and employees from & against any/all actions, claims, losses or damages directly or indirectly arising out of the operations of the crane throughout the license period.

12.1 VARIATION IN CONDITIONS OF CONTRACT

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract (GCC) if any, shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions. In case of any variation in the tender document which was sold to the bidder and which was downloaded by the bidder from the web site, the former shall prevail. For Agreement purpose, the tender document, which is sold by the Department, shall be used. It may please be noted that at any time prior to the dead line for submission of Bids, Deendayal Port Authority may, for any reason, whether at it's own initiative or in response to a clarification requested by any prospective bidder, modify the tender document by amendment/issue of addendum. In such cases, Deendayal Port Authority may, at it's discretion,

extend the dead line for submission of bid. The Bidders who wish to download the tender document from the web site are strongly advised to visit the site for such amendments/addendum and note that Deendayal Port Authority shall not be responsible to intimate them about such amendment/addendum. Such changes shall be communicated to only those bidders who have obtained the Tender Document from Deendayal Port Authority on payment of the prescribed fees.

13.1 PERSONAL PROTECTIVE EQUIPMENT (PPE)

The Licensee 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 safety shoes, helmets, nose masks, hand gloves etc. by his staff at site.

14.1 CONDUCT

The Licensee, 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 neighborhood of the works.

15.1 ACCIDENT

The Licensee 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 Operation-In-Charge giving all the details. He shall also provide additional information about the accident as requested by the Traffic Department and Dock Safety authority.

16.1 LETTER OF INTENT

The Chief Mechanical Engineer will issue the Letter of Intent intimating the Licensee about the proposed pre-acceptance.

17.1 CONTRACT AGREEMENT

The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (Rs.300/-) Non-Judiciary Stamp Paper in the proper departmental format (Form 1) for the due and proper fulfillment of the contract within 21 days from the date of Letter of Intent. Pending preparation and execution of the contract agreement as above, the tender submitted by the Licensee together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board

and the Licensee.

The agreement on stamp paper shall be furnished by the Licensee as per the following guidelines within 21 days from the date of issue of Letter of Intent failing which the successful bidder may not be granted license.

- (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 Licensee/ his authorized representative by indicating his full name.
- (IV) If the Licensee 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 firm/company 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 initialed.

18.1 ARBITRATION CLAUSE:

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.

- (I) 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.

- (II) 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.
- (III) 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.

- (IV) 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.
- (V) It is also a term of the contract that if the Licensee 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 Operation-in-charge that the final bill is ready for payment, the claim of the Licensee shall be deemed to have been waived and absolutely barred and the Port Trust shall be discharged and released of all liabilities under the contract in respect of these claims.
- (VI) 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.
- (VII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Licensee.
- (VIII) The arbitrators from time to time, with the consent of both the parties, enlarge

the time for making & publishing the award.

- (IX) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or reenactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (X) It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
- (XI) 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 there statement of claims and counter statement of claims.
- (XII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

19.1 Freedom to deploy additional cranes

DPA shall be free to deploy any number of additional mobile harbour cranes on berth no. 13 to 16 or at any other berths during the currency of the existing licenses in any manner i.e. owned / hired or by way of grant of additional licenses under any type of contract. Further, apart from basic motive of this license for Berth no. 13 to 16, DPA shall direct for cargo handling operations in case require at cargo berth no. 1 to 10 or at new constructed cargo berth (in future). For the said purpose, marching of HMCs may be carried out without any restricted numbers. Further, for better utilization, DPA may deploy the HMCs for upcoming projects at cargo berths.

**Seal and signature
of the bidder**

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



SECTION IV

Scope of the Work

1.1 BRIEF SCOPE

- 1.2 The crane shall be installed & commissioned within a period of 06 (six) months from the date of issue of Letter of Intent. The licensee shall arrange to install & commission crane in the port area within the stipulated period. The licensee shall submit the documentary evidence such as relevant certificates from DGFASLI and all other statutory bodies towards the readiness of the HMCs for commencing the operation. The Licensee is also required to operate, Maintain and Manage the MHCs supplied and installed by him at his own cost.
- 1.3 The prospective bidders are advised to visit the Port with prior intimation to Superintending Engineer (E) and inspect the General Cargo berths where the HMCs would be working after installation. The Port intends to install 2 nos. HMCs not less than 100 Tones not less than four years old from the date of first commissioning inside the port. The successful bidder, on receipt of Letter of Intent shall have to submit a detail proposal about the type of crane he is proposing to install along with the technical details including the size and capacity of the grabs.
- 1.4 The Licensee is also permitted to supply, install and commission an old crane in which case the license period shall be reduced based on the life of the crane as per Clause 25 Section– II – Instructions to the Bidders.
- 1.5 In case of both new as well as old crane, the licensee shall be required to produce authentic documentary evidence duly notarized in support of the date of procurement and manufacture of the crane as well as factory acceptance test certificates to enable verification of the life of the crane.
- 1.6 The crane can either be owned / hired by Licensee. In case the crane is hired a copy of hiring agreement duly notarized shall have to be produced.
- 1.7 The licensee shall be permitted to handle all types of dry bulk, Project and break bulk cargo except containers and liquid cargo.

2.1. Technical Specification / Design Criteria

The Mobile Harbour Cranes should be of 100 MT capacity or more.

The deck slab of berth no. 13 to 16 has been designed considering live load 5T/sq.mtrs. Accordingly, the provision of stabilizing pads shall be considered to

ensure utmost safe cargo handling operations, even on the newly constructed jetties.

Hence, while operating the cranes the bidder has to ensure the above point load factor is taken into consideration and operation beyond the above point load factors will not be permitted under any circumstances.

In this regard, the licensee is required to follow the instructions issued by DPA from time to time.

3.1.All the accessories, lifting appliances, tools, tackles required for operation inclusive of man power for satisfactory operation of the cranes are covered under the scope of the Licensee.

4.1 The Licensee shall maintain requisition and supply records, cargo handling records etc. with timings for compilation and to ascertain the shift wise, day wise, monthly and yearly performance of the crane as well as availability and utilization of the crane. The format for such records and other necessary operational records shall be finalized in consultation with the Engineer-in-charge and the representative of the Traffic Department.

5.1 The Licensee 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 neighborhood of the works.

The Licensee shall, at its own cost, obtain and maintain valid statutory clearances and permissions from the authorities such as DGFASLI, as may be required as per law for operating the mobile harbour crane.

6.1 Maintenance of Contemporary Records:

The license shall maintain requisition and supply records, cargo handling records etc. with timings for compilation to ascertain the monthly performance of the crane. The format for such records and other necessary operational records shall be finalized in consultation with the Engineer-in-charge and the representative of the Traffic Department.

7.1 Flexibility of operation

Apart from berth No. 13-16, whenever required, the DPA may ask the licensee to operate the cranes in any of DPA berths. For which, necessary shifting cost shall be borne by the successful bidder.

8.1 Removal of equipments on completion/termination

On completion/termination of the contract the licensee shall remove all the equipments from the port area within a period of seven days.

9.1 FLEXIBILITY IN OPERATION

If required, multi-operation of HMCs can be undertaken by DPA for vessel loading/unloading operations.

10.1 ALLOTMENT OF VESSEL & COLLECTION OF CHARGES

The vessel allotment shall be decided by the Traffic Department and intimated to the licensee. Accordingly, requisition for engagement of HMCs will be given by exporters/importers/cargo owners/other users to the licensee.

The licensee shall collect the charges from users of the Harbour Mobile Crane in accordance with the DPA tariff and also fulfills the conditions mentioned in the tariff.

If the operator is willing to offer any discount to the users, it is permissible. However, for the purpose of calculation of revenue share, rates as per the tariff will be considered by DPA.

11.1 DELAY IN COMMISSIONING AND AVAILABILITY FOR OPERATION OF CRANES

The crane has to be supplied, installed and commissioned **within six months** from the date of issue of Letter of Intent.

Delay in commissioning of HMC beyond six months shall attract penalty @ Rs.5,000/-per day or part thereof for the 7thmonth and Rs.10,000/- per day or part thereof for the 8thmonth and Rs.50,000/- per day or part thereof for the 9thmonth. After 9 months, no further extension is allowed and license will be terminated and performance guarantee will be encashed.

The availability of the cranes is less than 90 % in the consecutive 45 days, the penalty will be levied at the rate of Rs. 2,000 per hour per crane.



12.1 INTEGRITY PACT

Bidders are required to sign the integrity pact (as per Form No 6 with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counter party" means "Licensee".

Shri S K Sarkar, IAS (Retd.),
B-104, NayantaraAptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
E-mail: sksarkar1979@gmail.com

Shri. Saurabh Chandra, IAS (Retd.)
A-9, Sector 30, NOIDA(UP). PIN 201301
Mob.: 9871322133,
email : saurabh7678@yahoo.co.in.

13.1 The monitoring of contract during license period

Once license is issued in favour of the successful bidder, all activities from allocation of berth, deployment of cranes, allowing the cranes for maintenance etc. will rest with Traffic Department.

14.1 The documents for determining operating hours, volume of cargo and per day through put of crane

The booking time maintained by Traffic Department shall be considered for computing royalty.
Cargo handling volume shall be determined by the software generated data by standard calibrated Load meters of HMCs.

In this regard, the bidder is required to submit the information in the format no. 7. The TM will have liberty to change the format from time to time which will be binding on the licensee.

15.1 Minimum per day handling rate of the cranes

In case of lower average handling rate of HMC (s), the crane of such licensee is liable to be removed from that particular loading/unloading operation from that particular vessel. In this regard, the decision of the EIC/ Traffic Manager will be final and binding. No claims of the Licensee shall be entertained in this regard. Further, Performance & Penalty shall be applicable as described in Section VIII.

16.1. Difference size of the grabs to be used for the cranes.

(This is only indicative. Licensee can use higher capacity grabs also if possible)

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

Cargo	Bulk density T/cu.m.	Cu.m.
Coal	0.8	34
Fertilizer	0.8	34
Salt	1.2	26
Food grains	0.6	40
Minerals	2.0	20

17.1 Interpretations

In the event of any dis-agreement in interpretation of any conditions of the tender, the decision of the Chairman will be final and binding.

18.1 Matching of Royalty offer

In case the H1 Bidder is offering one HMC, H2 Bidder will be required to arrive at H1 offer. Failing which H2 offer will be rejected and consequently next bidder will be contacted for matching of H1 offer, in chronological order.

**Seal and signature
of the bidder**

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



Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

Section – V

PRICE BID

Sr. No.	Description of the item	Minimum royalty rate per crane payable every month, for the entire duration of the license period, on the gross amount of the handling charges, computed at per hour handling rates as per the notified tariff of DPA in respect of various commodities.	Royalty rate (in percentage terms) offered per crane over and above minimum royalty rate of 32.60 %per crane per hour	No. of cranes for which license is sought	Total royalty rate offered per crane per hour(in %)
		In percentage	In percentage		
A	B	C	D	E	F
1	Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis.	32.60	To be filled on (n) procure website.	To be filled in on (n) procure website.	To be filled in on (n) procure website.

Note:

The reference will be the tariff notified by DPA(available for 120 ton capacity HMC) so far as this project is concerned, which will be applicable subject to revised notification from time to time and available on <https://www.deendayalport.gov.in/Scale-of-Rates>.

**Seal and signature
Of the bidder**

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



Section – VI

Form-1

DEENDAYAL PORT AUTHORITY

FORM OF AGREEMENT

This agreement made of this _____ day of _____ Two Thousand Twenty Two between the Board of Trustees 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 successful bidder) hereinafter called the 'Licensee' 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.

WHEREAS the Board is desirous to carrying out the work of " _____".

And whereas the Licensee has offered to execute and complete such work.

WHEREAS the Licensee has deposited a sum of Rs. _____(Rupees _____ only) as Earnest Money Deposit in the form of BG and / or agreed to deposit the Performance Security Deposit amounting to Rs._____ for the due fulfillment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS 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 Licensee.

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

- vi) The schedule-B i.e., Price bid.
 - vii) Any correspondence made between the DPA and the Licensee after opening of the Preliminary and Technical Bid as regards to contain clarifications/details called for vice versa.
 - viii) Common terms and conditions offered to Licensee and their acceptance including confirmation to withdrawal of their own terms and conditions offered with the tender.
 - ix) Bank Guarantee for Performance Security Deposit.
3. The Licensee hereby covenants to execute supply, installation, commissioning, operation and maintenance of __ Nos. of _____ T capacity Mobile Harbour Cranes inside Deendayal Port with the Board in conformity in all respects, with the provisions of the contract.
4. The Licensee hereby covenants to pay the Licensor i.e., DPA in consideration of such works, the revenue share of _____% of notified tariff of Deendayal Port Authority, as applicable for the entire duration of the license at the time and in the manner prescribed of the contract.

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

Witness

- 1. Name & Address_____Signature of Licensee and seal
- 2. Name & Address_____

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

- 1 . - - - - -
- 2 . - - - - -

Chief Mechanical Engineer
Deendayal Port Authority

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

- 1. _____
- 2. _____

Secretary
Deendayal Port Authority



Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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Form-2

**SPECIMEN BANK GURANTEE PERFORMANCE GUARANTEE/
SECURITY DEPOSIT**

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

[The bank, as requested by the successful Bidder, shall fill in this form in accordance with the instructions indicated]

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities Act 2021 (hereafter 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 "Licensee") (Name of the Licensee/s)

From the demand under the terms and conditions of the Contract, vide DPA's letter No. _____ Date _____

_____ made between the Licensees 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 Lodgement of Government Promissory Loan Notes for the due fulfillment by the said Licensees of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address _____ (hereinafter referred to as "the Bank") at the request of the Licensees do hereby undertake to pay to the Board an amount not exceeding Rs. _____

_____/-) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the Licensees of any terms and conditions of the said contract.

1. We, _____, _____ (Name of Bank) (Name of Branch) , do hereby Undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the Board reason of any breach by the Licensees of any of the terms and conditions of the said contract or by reason of the Licensees 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.

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

Notwithstanding anything contained herein:

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

This Bank Guarantee shall be valid upto _____ ; and 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)."

Date _____ day of _____ 2022.

For (Name of Bank)

(Name)

Signature



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 Licensor may invite us to participate in due time for the submission of tender on the basis of provisions made in the tender documents to follow.
- (c) When the call for tenders is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (d) We enclose all the required pre-qualification data format and all other evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender document and also understand that in the event of any discrepancies observed, the tender document uploaded on website is full and final for all legal/contractual obligations.

Date:

Place:

Name of the Bidder:

Represented by (Name & Capacity)



Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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Form – 4

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



Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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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 documents	Clause no. of bid documents	Deviation sought

Note: however, the Bidders to 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 Bidder]

Date on _____ day of _____, _____ [insert date of signing]



Integrity Pact

The integrity Pact duly signed by authorized person(s) with witness are to be submitted by the bidders along with the Tender Documents.

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 DPT Business in future.

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

Seal & Signature of Contractor

Superintending Engineer (E)

Deendayal Port Authority

INTEGRITY PACT

BETWEEN

DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"

AND

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

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

Section 1 - Commitments of the Principal

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

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

(b) The Principal will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

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



(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anti-Corruption Laws of India, or if there be a substantive suspicion in this regard, the Principal will inform its Vigilance Office and in addition can initiate disciplinary actions. In such a case, while an enquiry is being conducted by the Principal, the proceedings under the contract would not be stalled.

Section 2 - Commitments of the Bidder / Contractor

(1) The Bidder/Contractor commits themselves to take all measures necessary to prevent corrupt practices, unfair means and illegal activities, during pre-contract as well as post contract stages. He commits himself to observe the following principles during the contract execution.

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

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

c. The Bidder/Contractor will not commit any offence, under the relevant Anticorruption Laws of India; further the Bidder/Contractor will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

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

f. The Bidder commits to refrain from giving any compliant directly or through any other manner without supporting it with full and verifiable facts. g. The Bidder shall

not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal.

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

Section-3 Disqualification from or exclusion from future contracts

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

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

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

2. The Bidder accepts and undertakes to respect and uphold, the principal's Absolute right to resort to and impose such exclusion and further accepts and undertakes, not to challenge or question such exclusion, on any ground, including the lack of any hearing before the decision, to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

3. If the Bidder/Contractor can prove that, he has restored/recouped the Damage caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion prematurely.

Section-4 Compensation for Damages

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

2. If the Principal has terminated the contract according to Section-3, or if the Principal is entitled to terminate the contract according to Section-3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages

equivalent to 5% of the contract value, or the amount equivalent to Security Deposit/Performance Bank Guarantee, whichever is higher.

3. The Bidder agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder/Contractor can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section-5 Previous transgression

1. The Bidder declares that, no previous transgression has occurred in the last 3 years, with any other company, in any country, or with any other Public Sector Enterprises in India, that could justify his exclusion from the award of the contract.

2. If the Bidder makes incorrect statement on this subject, it can be declared disqualified for the purpose of the contract and the same can be terminated for such reason.

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

1. The Bidder/Contractor undertakes to demand from all subcontractors, a commitment in conformity with this Integrity Pact, and to submit it to the Principal before contract signing.

2. The Principal will enter into agreements with identical conditions as this one which all Bidders, Contractors and Subcontractors.

3. The Principal will disqualify from the tender process all Bidders, who do not sign this part or violates its provisions.

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

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

Section-8 External Independent Monitor

1. Pursuant to the need to implement and operate this Integrity Pact the Principal has appointed Shri. S K Sarkar, IAS (Retd.) & Shri. Saurabh Chandra, IAS (Retd.) independent Monitor, for this Pact. The task of the Monitor is to review independently and objectively, whether and to what extent, the parties comply with the obligations under this agreement.

2. The Monitor is not subject to instructions, by the representative of the parties to the Chairperson of the Board of the Principal.
3. The Bidder/Contractor accepts that, the monitor has the right to access, without restriction to all Project documentation of the Principal, including that provided by the Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access, to the project documentation. The same is applicable to Subcontractors. The monitor is under contractual obligation, to treat the information and documents of the Bidder/Contractor/Subcontractor with confidentiality.
4. The Principal will provide to the Monitor, sufficient information about all meetings, among the parties related to the Project, provided such meetings could have an impact, on the contractual relations between the Principal and the Bidder/Contractor. The parties offer to the Monitor the option to participate in such meetings.
5. As soon as the Monitor notices a violation of this agreement, he will so inform the Management of the Principal and request the management to discontinue, or heal the violation. Or to take other relevant action. The Monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties, that they act in a specific manner, refrain from action or tolerate action.
6. The Monitor will submit a written report, to the Chairperson of the Board of the Principal, within 8 to 10 weeks, from the date of reference of intimation to him by the 'Principal' and, should the occasion arise, submit proposals for correcting problematic situations.
7. If the Monitor has reported to the Chairperson of the Board, a substantiate suspension of an offence, under relevant Anti-Corruption Laws of India, and the Chairperson has not, within reasonable time, taken visible action to proceed against such offence, or reported it to the Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

Section-9 Pact Duration

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

Section-10 Other Provisions

1. This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
2. Changes and supplements as well as termination notices, need to be made in writing, before they become effective and binding on the both parties.
3. If the Bidder / Contractor is a partnership or a consortium, this agreement must be, signed by all partners or consortium members.
4. Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement, to their original intentions.

For the Principal

For the Bidder/Contractor

Place: Gandhidham

Witness-1.....

Witness-2

Date: dd/mm/2022

1. The bidder has to execute Integrity Pact agreement with Deendayal Port Trust (as per Bid Response sheet No.10 and Shri. S K Sarkar, IAS (Retd.) & Shri. Saurabh Chandra, IAS (Retd.) has been nominated as Independent External Monitor for the Integrity Pact whose address is as under:
2. Shri S K Sarkar, IAS (Retd.),
B-104, NayantaraAptt.,
Plot 8 B, Sec 07, Dwarka,
New Delhi - 110 075.
Mobile No. 98111 49324
E-mail: sksarkar1979@gmail.com
- Shri. Saurabh Chandra, IAS (Retd.)
A-9, Sector 30, NOIDA(UP). PIN 201301
Mob.: 9871322133,
email : saurabh7678@yahoo.co.in.

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

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Form - 7

Monthly statement showing the quantity of cargo handled by the licensee

Name of the licensee:

Sr. No.	Crane no. of licensee	Berth & panel no.	Date and time of arrival of vessel	Vessel Name	Import / export	Type of cargo
1	2	3	4	5	6	7

Quantity as per IGM / EGM (kindly mention IGM / EGM no. also)	Quantity as per standard calibrated Load Meter	Quantity mentioned in the stevedoring report.	Commencement date and time of loading/ unloading of cargo	Completion date and time of loading / unloading of cargo	Per day handling rate
8	9	10	11	12	13

**Seal and Signature
Of the authorized representative
Of licensee**

**Verified and Accepted by
Assistant Traffic Manager**



Form-8

SPECIMEN BANK GURANTEE TOWARDS PERFORMANCE

GUARANTEE/SECURITY DEPOSIT

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

To,
The Board of Deendayal Port Authority 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 Trusts Act, 1963 as amended by 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 of a bank Guarantee for Rs. _____ (Rupees _____) only we, the (Name of the Bank and Address) _____ hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

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

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

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

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

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

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

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

9. Notwithstanding anything contained herein :

Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

- (a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- (b) This Bank Guarantee shall be valid upto _____ ; and
- (c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of Guarantee)."
10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.
(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.
(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank)
(Name)
Signature



Grant of License for Supply, Installation, Commissioning, Operation and Maintenance of 2 nos. of 100 MT or above owned / hired / leased Mobile Harbour Cranes at Berth No. 13 to 16 inside Deendayal Port for a period of 5 years, extendable on the basis of condition survey and performance on mutually agreed consent for handling the cargo on common user basis

Section VII

Actual traffic handled at Berth no. 13 to 16 during last three years

Berth no. ____	Commodity	Quantity of cargo handled (in MT)

Traffic Projections for Dry Bulk clean cargo at Deendayal Port



Actual traffic handled at Berth No. 13 to 16, Deendayal Port.
 Section VII

FY 2019 - 2020			FY 2020 - 2021			FY 2021 - 2022 (upto Oct.'21)		
JETTY	TYPE OF COMMODITY	TONNAGE(MT)	JETTY	TYPE OF COMMODITY	TONNAGE(MT)	JETTY	TYPE OF COMMODITY	TONNAGE(MT)
CI-13	DRY BULK	40629	CI-13	DRY BULK	156405	CI-13	DRY BULK	270937
	EXTRACTION	399895		EXTRACTION	247544		EXTRACTION	147046
	LOGS	31210		FOOD GRAINS	445145		LOGS	130386
	MACHINERY	150316		MACHINERY	30393		MISC	66163
	MISC	910195		MISC	427790		SALT	404363
	STEEL	83137		SALT	894234		STEEL	47838
	SUGAR	361835		SCRAP	142700		SUGAR	250828
	ORE	53802		SILICA SAND	18550		ORE	11674
	SCRAP	202959		STEEL	194821		EXTRACTION	81240
	SILICA SAND	5800		SUGAR	258898		FOOD GRAINS	254174
CI-14	EXTRACTION	77060	CI-14	EXTRACTION	108717	CI-14	LOGS	91648
	LOGS	347745		FOOD GRAINS	145463		MISC	175406
	MACHINERY	12797		LOGS	390094		SALT	446580
	MISC	136065		MACHINERY	312		STEEL	95610
	SALT	1572652		MISC	267864		SUGAR	167674
	STEEL	26221		ORE	6974		MACHINERY	32342
	SUGAR	194910		SALT	1010251		EXTRACTION	30800
	SCRAP	38200		SILICA SAND	48135		FOOD GRAINS	319986
	FOOD GRAINS	53120		STEEL	108923		LOGS	268597
	COAL	5379		SUGAR	325506		MISC	828904
CI-15	EXTRACTION	164391	CI-15	EXTRACTION	299900	CI-15	DRY BULK	776711
	LOGS	790411		FOOD GRAINS	370778		STEEL	233971
	MACHINERY	136449		LOGS	675491		SUGAR	195104
	MISC	313108		MACHINERY	24104		MACHINERY	4413
	SALT	1518968		MISC	1058354		GYPSONUM	56500
	STEEL	63724		ORE	20360		FOOD GRAINS	253254
	SUGAR	281591		SALT	1200034		LOGS	185950
	FOOD GRAINS	27201		SILICA SAND	82600		MISC	273579
	FERTILIZER	12845		STEEL	585482		SALT	237881
	EXTRACTION	21693		SUGAR	491031		STEEL	88732
CI-16	LOGS	421833	CI-16	EXTRACTION	283818	CI-16	DRY BULK	133315
	MACHINERY	11217		FOOD GRAINS	98122		SUGAR	2063
	MISC	29639		LOGS	165155		MACHINERY	14667
	SALT	969555		MACHINERY	98532		SILICA SAND	
	STEEL	50283		MISC	104043			
	SUGAR	231417		SALT	691425			
				SILICA SAND	52151			
				STEEL	263203			
				SUGAR	265344			
				FERTILIZER	64732			

Traffic Projection for Dry bulk (including break bulk) clean cargo*

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*LAST 6 Years CAGR is approximately 3.7 %, this includes the present year fluctuations. *Considering 70% Capacity utilization of projects that will be added by 2030			Based on trend and normal growth (Pessimistic- 3%, Base- 3.7 % and Optimistic- 5%) * Without Capacity Addition			Final projections (after considering the trend/growth and the capacity addition projects that are expected to be implemented)		
Year	2019-20	2020-21	2029-2030			2029-2030		
			Pessimistic	Base	Optimistic	Pessimistic	Base	Optimistic
Salt	6.52	4.501	6.58	6.99	7.82	6.58	6.99	7.82
Others	13.442	16.872	19.12	20.32	22.73	19.12	20.32	22.73
Total	19.96	21.37	25.70	27.31	30.55	25.70	27.31	30.55

From the above traffic projection, at 3.7% growth the multi-purpose clean cargo would be around 30+ MMTPA by 2030
 *Source - Information from MIV 2030 PPT prepared by IPA & DPA

Traffic Projections for Dry bulk (including break bulk) clean cargo *

Commodity	2014-15	2020	2025		2035	
			Base Scenario	Optimistic Scenario	Base Scenario	Optimistic Scenario
Food grains	2.3	2.3	2.5	2.5	3.0	3.0
Salt	2.8	3.7	4.9	5.1	8.1	9.2
Sugar	1.5	2.0	2.6	2.7	4.3	4.9
Timber log	2.8	3.8	5.0	5.3	8.4	9.5
Total	9.4	11.8	15	15.6	23.8	26.6

*Source – Final report of Sagarmala, MoS, IPA 2016
 Master plan for Kandla Port prepared by Consultant, AECOM, approved by MoS