



DEENDAYAL PORT AUTHORITY
Mechanical Engineering Department



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Office of the Superintendents Engineer (M)
Port & Custom Building, New Kandla
Gujarat – 370201.

No.MS/WK/4064/Gim-PC/256

Date:18.09.2023

To,

'Quotation'

Sub.: "Repairs/replacement of equipment/parts damaged due to the effect of cyclone 'Biparjoy' in Dust Suppression Sprinkling System of 34-Hectare Storage Yard in Cargo Jetty Area"-Reg.

Sir,

Deendayal Port, an autonomous body under Ministry of Ports, Shipping & Waterways, Govt. of India, is willing to carry out Repairs/replacement of equipment/parts damaged due to the effect of cyclone 'Biparjoy' in Dust Suppression Sprinkling System of 34-Hactare Storage Yard in Cargo Jetty Area.

Kindly submit your budgetary-quotation for the subject work on the basis of the scope of work enclosed herewith. Budgetary-quotation should include profile of your firm, work experience in similar works, and your comments/suggestions (if any) regarding the proposal etc. on the above mentioned E-mail Ids.

The rates quoted must be inclusive of all costs such as tools, tackles, labour, service, transportation and other auxiliary charges for successful completion of the work excluding GST. The GST applicable shall be shown separately, which shall not be considered for evaluation purposes

Your budgetary-quotation with budgetary offers (Forms- A to B) for the above work should reach this office on or before **29.09.2023**.

Thanking you,

Yours faithfully,

Sd./-
Superintending Engineer (M)
Deendayal Port Authority

General Terms & Conditions:

DPA intends to engage a credible agency to carry out the "Repairs/replacement of equipment/parts damaged due to the effect of cyclone 'Biparjoy' in Dust Suppression Sprinkling System of 34-Hectare Storage Yard in Cargo Jetty Area."

1. Introduction

1.1 General Information and area description:

Deendayal Port Authority, Kandla, is one of the busiest and twelve major Ports of India and is located on the west coast of India, in the Gulf of Kutch at 23° 01' N and 70° 13'E in the state of Gujarat in India.

Deendayal Port has been achieving first position among all the Major Ports of India in the terms of cargo handling for the most of the years in last decade. Thus, Deendayal Port Authority has been contributing the most for the development of port capacity and handling seaborne trade of the country.

Coal is one of the major cargo handled at DPA. The import coal is being stacked at the designated stacking yards by Traffic department. Mainly, 40-Hectare storage yard inside Port has been utilized for coal stacking purpose.

The previous timber yard at 34-Hectare yard has been converted into New Coal stacking yard to accommodate the volume of coal at Port. The said 34-Hectare plot comprises of eight sub-plots of 220.12m x 165.11m each & nine corner triangular plot of 18618 sq.m. area and located adjacent to the 40-Hectare plot at the corner. Due to the new Coal Stacking yard at 34-Hectare, new Coal Dust Suppression system at the plot was designed and installed and made operation for prevention of the coal dust pollution in the port area due to fine coal particles.

The port was hit by the cyclone during the month of June -2023, which has affected many areas of the port including newly commissioning Coal Dust Suppression system.

The newly installed equipment's viz. Sprinklers, Motorized Gate Valve Actuator panel, and etc. in the Coal Dust Suppression at 34 Hectare system were got severely damaged and become non-functional. Due to the non-operation of the sprinkling system in some area of the respective plot of the storage yard is not being covered for dust suppression operation, which may lead to coal dust and other environment concerns. DPA intends to get this damage equipment repaired/replaced to keep the system full fledged operation on urgent basis.

2. Scope of Work:

The broad scope of work to be carried out by the Agency/firm is to "Repairs/replacement of equipment/parts damaged due to the effect of cyclone 'Biparjoy' in Dust Suppression Sprinkling System of 34-Hectare Storage Yard in Cargo Jetty Area includes, repairs/replacement/supply of the equipment/ parts, alongwith delivery to site, storage, erection, installation, testing, & commissioning, of the system with the existing O&M contractor, including the required mechanical and electrical/control works.

2.1 Detailed Scope of Work.

- i. The Agency/firm has to visit the Coal Dust Suppression System at 34-Hectare of Port at Kandla and to familiarize the local working conditions at the site of work before quoting for the work and no claim what-so-ever shall be entertained.
- ii. The specifications given for the subject work describe certain broad & indicative requirement to which the contractor shall work, but this shall not absolve the contractor from his responsibility to carry out the work in apt and proper manner and acceptable in all respects as per standard practice even if there is any omission in the prescribed specification. If required, the bidder shall carry out his own design & engineering for meeting the purpose of the work.
- iii. The materials/ equipment/ items to be repairs, supplied, replaced or installed for the work shall be latest, original, interchangeable & of relevant standards.
- iv. The location for repairs/replacement/supply/installation/testing/trials of the equipment or part damaged is in 34-Hectare storage yard area inside Port in Kandla.
- v. The period of repairs/replacement/supply/installation/testing/trials of the equipment or part damaged shall be for 90 days, from the date of issue of work order.
- vi. The contractor is expected to have full knowledge of work, work site and nature of work and no claim what-so-ever shall be entertained in this regard.
- vii. The contractor shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the activities and work going on in the area adjoining thereof. Any damages shall be repaired by him at his own cost. If he does not repair the damages in reasonable time period, the same will be repaired by Deendayal Port Authority at the sole risk and cost of contractor and amount will be recovered from the bill due.

3. Deliverable

The Agency shall have to strictly adhere the Specifications of the equipments/parts which are to be delivered with its complete supply, erection, installation & commissioning with the existing system are as under:

Sr. No.	Items	Qty.	Specifications
1	Sprinkler	02 Nos.	Make: SIME-Italy, Model: MASTER (10525), Flow:3636 LPM, Op. Pr.: 9 KG/CM2.
2	Motorized Gate Valve	02 Nos.	Make: Leader, ND: 6", MoC: CI
3	Globe Valve	05 Nos.	02 Nos. Make: Leader, ND :6", MoC: CI
4	Safety Cap of Water Tank	08 Nos.	Make: Kingspan RHINO, Length: up to 3 M, MoC: GI
5	Flood Light with Fixture	08 Nos.	Make: Havells, Wattage: 90W

4. Time Schedule

The Agency shall complete the work in all respect within 90 days from the issues of the work order.

5. Remuneration

- 5.1 The agency shall quote item wise amount for the work described under clause 2.
- 5.2 These item wise amount shall be inclusive of all expenses including for conveyance & subsistence actually incurred by the agency or his authorized representative during visit outside headquarter.
- 5.3 Income Tax and surcharge as applicable will be deducted as per the prevailing rules.
- 5.4 Rate should be inclusive of all taxes, excluding GST. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the Vendor as per the applicable laws. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Service provider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.
- 5.5 Releasing the payment: 95% Payment for the quoted contract amount will be made by DPA within 15 days from date becomes due after completion of the work and after submission of the bill by the agency complete in all respect, and balance 5% shall be released after the completion of the warranty period of six (06) months.

6. Care and Diligence

The agency is responsible for technical, professional and contractual duties to be performed by them and will fully responsible for carrying out their duties properly.

7. Termination of Services

The Employer reserves the right to terminate the Agency Agreement with one-month notice on the grounds such as un-satisfactory work, un-due and inordinate delay in work execution. The Balance work will be carried out by the Employer at the risk and cost of the Agency. The decision of the Employer in this regard shall be final and binding upon the Agency.

8. Liquidated Damages for Delay

In case of delay in completion of the contract, liquidated damages (L.D) May be levied at the rate of ½ % of the contract value per week of delay or part thereof, subject to a maximum of 10 per cent of the contract price.

9. Arbitration

- 1 The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- 2 The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Deendayal Port Authority of the Port subject to the delegation of power.

- 3 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.
- 4 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.
- 5 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.
- 6 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.
- 7 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.
- 8 It is also a term of the contract that if the Agency does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in-charge that the final bill is ready for payment, the claim of the Agency shall be deemed to have been waived and absolutely barred and the Port Authority shall be discharged and released of all liabilities under the contract in respect of these claims.
- 9 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.
- 10 The award of the arbitrator shall be final, conclusive and binding on all the parties to Agency.
- 11 The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- 12 Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or 138e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- 13 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.
- 14 It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

- 15 Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion. The fees, if any of the conciliation/ arbitrator(s) if required to be paid before the award of work in respect of dispute is made and published, shall be paid in half by each of the parties.

10. Other Terms & Conditions

- (i) The service provider shall not sell or transfer any proprietary right or entrust to any other third party for the work.
- (ii) The complete responsibility for safe working of skilled & unskilled staffs will be borne by the Agency. DPA will not be responsible for any loss, damage or accident to any of the staff. The Agency have to provide comprehensive insurance coverage of engaged manpower.
- (iii) The staffs should have a sober behavior and obedient. Any staff coming in intoxicated condition will not be accepted by the administration.
- (iv) All the applicable labour laws shall be followed by the Agency. The Agency shall at all times during the tenure of the work comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and Acts that may be passed in future either by the State or the Central Government or local authority.
- (v) The Agency is expected to have full knowledge of work, work site and nature of work and no claim what-so-ever shall be entertained in this regard.
- (vi) The Agency shall be required to execute the work in such a way so as not to cause any damage, hindrance or interference to the Hospital activities and work going on in the area adjoining thereof.
- (vii) All fooding, lodging & transportation cost of the deployed visiting staffs should be solely bear by the Agency.
- (viii) The maximum percentage by which scope may be increased / decreased on account of additional scope shall be ± 30 % of overall effective contract cost subject to recommendation of TPIA and approval of DPA.
- (ix) No Lien/Claim:
The personnel provided by the Agency shall have no lien of claim in any manner on DPA, after their services are no more required by the DPA or during their deployment. The personnel of Agency will not take part in any activity of DPA employee's union/Association as well as visitors.
- (x) Any other conditions/ obligations must be followed strictly as and when instructed.
- (xi) The entire work shall have a guarantee of (06) six months from the date of commissioning, if any defect is observed during guarantee period the same shall be repaired free of cost and the guarantee period shall be extended accordingly.

- (xii) The work shall be carried out in accordance with the best standards of workmanship and to the entire satisfaction of the Engineer-in-charge.
- (xiii) The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, safety belts, hand gloves etc. by his staff at site.
- (xiv) The contractor has to arrange gate passes for entry of men, material and vehicles inside/outside Deendayal Port Authority area from CISF at his own cost.

Agency

Sd./-
Superintending Engineer (M)
Deendayal Port Authority

Form - A

Name of firms/ Applicants

(Organizational Structure)

1	Name & Address of the applicant with Telephone No./Fax No	
2	a) Year of Establishment	
	b) Date & Year of commencement	
	c) Legal status of the applicant (attach copies of original document defining the legal status)	
3	a) A proprietary firm	
	b) A firm in partnership	
	c) A limited company or Corporation/ Joint venture / Consortia	
	d) State owned	
4	Any other information considered necessary but not included above	
5	PAN Number	
6	GST Registration Number	
7	Provident Fund Certificate Number	

Signature with Seal

Form - B

Schedule – B: BOQ

Sub: "Repairs/replacement of equipment/parts damaged due to the effect of cyclone 'Biparjoy' in Dust Suppression Sprinkling System of 34-Hactare Storage Yard in Cargo Jetty Area".

Sr. No.	Description	Unit	Qty.	Rate (Rs.)	Amount (Rs.)
1	Supply, Installation, Testing & Commissioning of Sprinklers.	Nos.	2		
2	Supply, Installation, Testing & Commissioning of 6" Dia. Motorized Gate Valve.	Nos.	2		
3	Supply, Installation, Testing & Commissioning of Actuator Panel.	Nos.	6		
4	Supply, Installation, Testing & Commissioning of Safety Cap of Water Tanks.	Nos.	8		
5	Supply, Installation of Flood Light with fixture.	Nos.	8		
6	Repairing, Installation, Testing & Commissioning of 6" Dia. Globe Valve.	Nos.	5		
7	Sprinkler Support structure work including fabrication, cutting, welding, installation, grouting etc. complete in all respect.	Nos.	2		

(Total Rupees (excluding GST) _____ Only)

GST: _____ % Extra.

Agency

**Sd./-
Superintending Engineer (M)
Deendayal Port Authority**