

Deendayal Port Authority

Mechanical Engineering Department

Electrical Division

"Maintenance contract of 25T (3 Nos.) & 16T (2 Nos.) capacity MBE make ELL Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area"




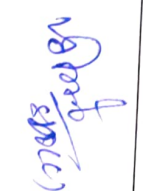
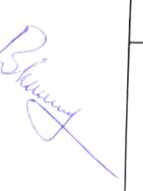
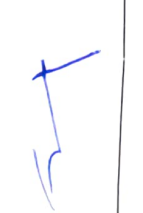
Pre-bid Meeting held on 12.02.2024 at 15:00 hrs. in the chamber of CME AO Building at Gandhidham

Tender no. EL/AC/2807

Clarification to the Pre-bid queries

Sr. No.		Pg No		Related Tender Clause		Tender Condition		Queries of Bidders		Clarification of DPA	
1	19	Section I	Clause No 4B	Bidders should have direct tie-ups with the respective manufacturers of the Electronic drives fitted in the back up support services, for which a valid supporting letter from the manufacturer of the drives i.e. Siemens is to be enclosed along with the tender.		In MBE Cranes all the drives is ABB make not for Siemens make. So it is to be corrected by ABB in place of Siemens.	The Clause No 4B of section-I is 'shifted' to Clause no 19 of section III and is modified as "The contractor should have tie up with M/s. ABB, its Authorised dealer/Authorised channel partner to get support from them during the tenure of contract for both Hardware & Software related works". For which the valid letter from M/s. ABB has to be submitted to DPA within 30 days after the issue of the work order.				
2	32	Section I	Clause No 33 Sr NO 6	The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.		The Performance Guarantee cum Security Deposit will be released after successful release of Final payment, because we are doing AMC of cranes. Hence Guarantee period not applicable.	Tender Conditions Holds Good. The Performance Security Deposit will be released only after the successful completion of AMC period.				
3	56	Section III	Clause No 2	Issue of work order:- As per this clause before issue of work order total (8) points is to be comply.		We shall comply SL 1 & 2 before issue of work order and rest is after issue of work order.	Tender Conditions Holds good.				
4	58	Section III	Clause No 4 c)	The reimbursement of the spare parts mentioned in Clause No.13 (B) of Section-V will made by DPA on condition and after submission of required invoices for spare parts.		The reimbursement of the spare parts mentioned in Clause No.11 (B) is to be replaced in place of Clause No.13 (B) of Section-V and reimbursement will made by DPA with 10% over	Tender Conditions Holds good. Further Clause No 4(C) is of Sec III and may be read as "The reimbursement against the supply of the spare parts mentioned in				

			head charges on actual basis after receipt of the material in good condition.	Clause No.11 (B) of Section-V will be made by DPA on actual basis after receipt of the material in good condition and after submission of required invoices from the OEM/Authorised dealer/Authorised channel partner for spare parts."	
5	59	Section III Clause No 7 Sr No II	SHORTFALL OF STAFF: In case of any shortfall in deployment of maintenance staff as per Clause no. 5 of Section-V, Scope of work, penalty at the following rate will be levied: Site Engineer - Rs. 2000/- Mech /EI/EC Engineer Rs. 1500/- Supervisor Mech/EI/EC Rs.1000/- Skilled Staff EI/Mech/ Technician / Welder cum fitter- Rs.800/- Unskilled staff/helper/Cleaner -Rs. 500/- (III) Shortfall of Consumables.Rs.2000/-per month.	Penalty for shortfall of staff is very very higher side and it is beyond the acceptable limit. Hence it may apply as per minimum labour wages then only it will be acceptable.	Tender Conditions Holds good.
6	60	Section III Clause No 7 Sr No III		Penalty for shortfall of Consumables is not acceptable.	Tender Conditions Holds good.
7	62	Section III Clause No 9	For office premises room will be allotted, if available & for staff/store additional room will be allotted on chargeable bases and its electricity bill is also to be borne by contractor as per DPA Norms.	For maintenance purpose Office cum store is to be provided by DPA free of cost if available. If not available, we shall bring Container and DPA will provide space & electricity free of cost for container as well as testing purpose of electrical equipments during AMC period.	For office/ store purpose, room will be allotted if available. If not then space will be allotted for keeping Container on chargeable basis as per the DPA norms. Further, the electricity will be charged to the contractor as per DPA Norms. However, electricity for the testing of drives as well as equipment maintenance of Cranes will be free of cost.
8	62	Section III Clause No 11 Sr No 3	Material accept & issue register: - In addition to above registers maintained, the contractor is required to maintain the following registers: 1. MUSTER FORM XVI 2. REGISTER OF FINES FORM XXI 3. REGISTER OF DEDUCTION FOR DAMAGE OR LOSS FORM XX 4. REGISTER OF WAGES FORM XVII 5. REGISTER OF ACCIDENT, MAJOR ACCIDENT FORM No 29	As per CLC New rules all the mentioned register have been replaced by A, B, C & D. So the mentioned registers: are not required. Hence it should be removed.	Agreed.

9	63	Section III Clause No 12	6. REISTER OF WORKMEN EMPLOYED BY CONTRACTOR FORM13 7. REGISTER OF ADVANCE FORM XXII 8. REGISTER OF OVERTIME FORM XXIII Tools & Tackles:- All the tools and tackles as per ANNEXURE-VI of Section V, will have to be arranged by the contractor at his own cost for executing the work. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.	For maintenance purpose Office cum store is to be provided by DPA free of cost if available for storing tools & tackles as well as consumables.	Tender Conditions Holds Good.
10	92	Section V Clause No 2	In absence of list of spare parts any breakdown shall be treated on the account of contractor.	We can submit the list of required spares but procurement action is to be taken by DPA. Hence break down will not in our account and 100% payment is to be released	Breakdown for want of spares is clarified as below: If the spares be in the scope of the DPA, the break down will attribute to DPA otherwise it will be attributable to the Contractor. Further, delay for more than 10 days for any reason, the clause No. 15 of section III is applicable i.e 20% reduced rate.
11	92	Section V Clause No 2	The Maintenance Contract includes all kind of schedule and preventive maintenance (Daily/Weekly/Monthly/Half yearly/Yearly & also includes Breakdown Maintenance and all other repairing works with all labour and materials). Apart from consumables mentioned as per ANNEXURE-I , required materials mentioned as per ANNEXURE-II (A) & ANNEXURE-II (B) are to be procured by the contractor as and when required and the cost of the same will be reimbursed by DPA on actual basis.	The actual cost of procurement will be reimbursed to the contractor by DPA Along with convenience charges at the rate of 10% of the total value.	Tender Conditions Holds Good.
12	92	Section V Clause No 2	Note: There is all possibility of damage of LT Geared Motors during the operation by the loader/dozers etc. Hence, the contractor has to monitor the same round the clock and intimate DPA Shift in-charge / Asst	We shall take care round the clock and if any damage happened then we can only intimate to shift in-charge but its responsibility of shift in-charge to take action against party and issue damaged memo.	Tender conditions holds good. AMC contractor has to make available a Triplicate book/register at site and if such damage happens, same is to be

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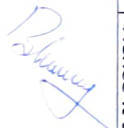

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			Foreman to issue damage memo to the DPA traffic department if any. If not, the contractor has to repair/replace the LT geared Motors in his own irrespective of value		recorded in the triplicate book/register and one copy of the same is to be submitted to the same is to be submitted to the shift incharge/Asst. foreman to issue damage memo to Traffic dept., third copy remains with contractor for their records purpose one copy is to be given to EIC on immediate next day for appropriate action.
13	94	Section V Clause No 2	Moreover, attending the all HT/LT cable fault from Substation to Bellmouth of the cranes is in the scope of contractor	Our responsibility is to attend cable fault from Bellmouth to Crane not from Sub-station to Bellmouth.	Tender Conditions Holds Good.
14	95	Section V Clause No 2	The AMC contractor is responsible for procuring steel material and maintaining an adequate supply in the DPA store. The contractor will be reimbursed for the supplied material upon submission of the original invoice from the supplier/authorized dealer. During the AMC period, the quantity of steel material in stock should be maintained according to the site requirement. The material should be stored in the DPA store based on actual consumption. The AMC contractor will be required to top up the steel material in the store based on actual usage to ensure that there is a continuous supply to meet the site's needs, as mentioned in ANNEXURE- 2	Procurement of steel is to be initiated only after getting confirm supply order.	The contractor has to maintain steel as per the tender condition. Documentary evidence obtained from the Govt. approved steel supplier viz. Sail/Tata/Jindal/Essar only and the payment will be made/reimbursed based on the invoice submitted by the contractor OR as per the SOR rates of Civil Engg Dept of DPA whichever is less. The Contractor will bring all the material as per the Annexure II of the accepted Tender within 45 days from the date of issue of work order & produce invoice from the actual supplier, subsequently if any of the material of Annex II is required the DPA will intimate the qty and same will be reimbursed by DPA.
15	96	Section V Clause No 3	The Contractor shall employ skilled Supervisors (Mechanical & Electrical) in each shift for overall co-ordination of operation and maintenance of the Cranes	As per Deployment of Maintenance staff list page-98, Supervisor (Mechanical & Electricals) is not in our maintenance staff list. Hence it should be removed.	The condition may be read as: The Contractor shall deploy man power as per the Clause No 6 of







		apart from engineers for different systems/equipment's and Overall-in-charge during shifts, who will oversee and be responsible for all the functions of Crane operation and maintenance. The Highly Skilled Supervisors (Mechanical & Electrical) shall co-ordinate with shift -in-charge of DPA posted in each shift or Engineer-in-Charge for smooth execution of the maintenance contract		Section V Maintenance Staff
16	98	Section V Clause No 6	Deployment of Maintenance staff:- Welder Fitter- ITI with 2 years in the trade of Welder.	The condition may be read as ITI in Welder with 2 years experience in the trade of welder or Welder with experience in 3 years & 3G position is accepted.
17	98	Section V Clause No 6	Deployment of Maintenance staff:- ITI with 2 years in the trade of fitter.	The condition may be read as ITI in Fitter with 2 years experience in the trade of Fitter or Fitter with experience of 5 years in any major work shop industry Accepted
18	98	Section V Clause No 6	TOC not mentioned in Deployment of maintenance staff list	Tender condition holds good.
19	104	Section V Clause No 20	Out of Service Securing and Storm Anchors:- Hydraulically operated Rail Clamps shall be provided on each legs of the crane to clamp the crane to the rails. The clamps shall be capable of safely holding the crane against movement by wind with 50% of the wheel brakes inoperative. Electric interlocks shall be provided such that the travelling machinery cannot be energized until the clamps have been released. It should be noted that the top of the rails are flush with the surface of the concrete and that the sides/undersides of the rail will be surrounded with concrete and will therefore not be available for clamping. The clamps should have sufficient tangential holding force to safely hold the crane in locking position during non-operating wind conditions. The rail	The provision for wheel Storm lock, Unidirectional Storm lock and Anchor storm lock are made available in operation of each Crane as per design given by the OEM.











			clamps are to be quick acting mechanically operated hydraulically released type. The clamp jaws should grip the rail from top. The jaws should have replaceable hardened steel teeth. When released, the clamps should not drag on the rails. Limit switches should be provided for interlocking the clamps with the long travelling mechanism to ensure that the long travel motors cannot be started with the clamps engaged.		
20	Pg 6,17, 19	NIT, Section I Clause No 4B	Tie-up with Manufacturer/Authorised dealer of the electronic drives.	In the mentioned places of tender names of ABB & Siemens were mentioned. Please clarify which one of the Company to approach?	Pls. refer reply to query no 1 of the above
16	NIT, Remarks	Submission of hard copies on the same date & time of opening of preliminary bid.	It is requested to allow at least 07 days' time to submit the hard copies of the bid, as the intended bidder is from a different state and documents by courier will take about 4-5 days to reach DPA. In the previous tenders 07 days period were allowed for submission of hard copies of the bid, hence our request.	Tender Conditions Holds Good	
22	63	Section III Clause No 13	Crane manufacturer are exempted to submit valid Electrical Contractor License issued by competent authority.	The bidder is a channel partner of a renowned European crane manufacturer & have been maintaining electrical operated cranes in India & at DPA as well for over a decade. Therefore, requirement of a valid Electrical Contractor License may please be exempted in our case. Moreover, our request is also based on our qualification in tender no. EL/MK/ 2783(RT-II) wherein we (Channel partner of crane manufacturer) were exempted from Electrical Contractor License and the subject tender was awarded to us.	The Condition may be read as "Any dual operated (electrical or diesel) driven Crane Manufacturer or its Channel partner/Authorised dealer like Mobile Harbour Crane/ELL Crane/Floating Crane/EOT Crane are exempted to submit the Valid Electrical Contract License.

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23	23 & 54	Section I Cl no 4.2 (g) Section II Cl no 4.2 (g)	<p>> Without uploading of valid Electrical Contractor License bid will be considered irresponsible.</p> <p>> Without electrical license tender shall not be accepted.</p>	Request for waiver of this requirement Request for waiver of this requirement.	Pls. refer reply to the query no 22.
24	60	Section III Clause No 7 Sr No 7	Delay in Procurement of spares	Bidder will follow the Procurement of spares in line with tender i.e. will issue supply order to OEM/Authorised dealer & will await spares as per OEM's delivery schedule. If during such period crane got breakdown due to want of one of the ordered spares, so in that case, please clarify whether there will be any breakdown penalty on the shortlisted Contractor or not?	Pls. refer reply to query no 10 of the above
25	91	Section V Clause No 2	Commencement of AMC work- critical spares	Assuming bidder submit budgetary offer within 30 days of Work Order, but in case of delay in approvals for award by DPA (for what-so-ever reasons) who will be responsible for breakdown, due to non-availability of critical spares?	Pls. refer reply to query no 10 of the above
26	103	Section V Clause No 11 B(b)	Payment Schedule of spares	<p>(a) Please clarify Payment schedule for spares those will be procured by the bidder.</p> <p>(b) Bidder can't afford to purchase a big list of critical spares from its own resources, therefore, an overall limit per Supply Order be fixed for proper cash flow management.</p>	<p>(a) Payment will be made after receipt of the material at stores in good condition.</p> <p>(b) The value of the spares will be limited to 20 lakhs. If beyond the above value DPA will directly place the order for spares.</p>









Additional Clarification by DPA

27	NIT & Clause No 4.2 g of Section I	Valid Electrical Contractor License issued by respective State / Central Govt		The Valid Electrical Contractor License under Clause no 4.2 g of Section I as well as in NIT, may be treated as 'shifted' from the PQC to Clause No 13 of Section III.
28	NIT, Documents required to be submitted by scanning through online	Valid supporting letter from the manufacturer / Authorized dealer of the drives (i.e M/s ABB)		The Valid supporting letter from the manufacturer / Authorized dealer of the drives (i.e M/s ABB) under NIT(Documents required to be submitted by scanning through online) may be treated as 'shifted' and same is modified as per the Reply to the query sr no 1.

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