

Deendayal Port Authority

Mechanical Engineering Department

Electrical Division

(Annexure A)

"Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years"

Tender no. EL/WK/2826

Pre-bid Meeting held on 21.03.2024 at 15:30 hrs. in the chamber of CME AO Building at Gandhidham

Clarification to the Pre-bid queries

Related Tender Clause					Clarification of DPA
1	46	Section III Clause No 3	90% availability of crane per month	Please appreciate, cranes are over 12 years old, therefore, 90% available per month is not possible, because, crane will involve much more wear & tear, such as leakages, hose failure/replacement, more faults and its tracing etc., therefore, please consider 80% availability per crane, per month.	Agreed for 85 % availability of crane per month.
2	50	Section III Clause No 10	Major Repairs	Few of our suggestions for inclusion in Major repairs: -Item 3 should read as "Main Boom Assembly including Boom cylinder i.e. failure of boom cylinder seal, its bearing and PIN etc. - Engine Radiator repair/replacement - Slew Gearbox with Pinion repair/replacement - Slipring/Hydraulic swivel joint repair/replacement	The following also included in the Major repairs: (1) Main Boom Assembly including Boom cylinder. (2) Slew Gearbox with Pinion repair/replacement.

*AS
ANCE*

*Wmt
Scribe*

*10
SECRET*

				Reconditioning of Winch Assembly and Hydraulic System because cranes are very old.	
3	50	Section III Clause No 10	Free period for Major repairs	<p>All the listed major repairs/replacement will involve good number of working hours 1 day, because of the nature of jobs. Such works can't be considered/undertaken in the routine preventive maintenance schedule, therefore, to assist DPA, we propose below "Free Period" once in a proposed contract period, per crane wise as below:</p> <ul style="list-style-type: none"> -Slew bearing replacement : 15 days -Main Boom Assembly including Boom cylinder : 12 days -Winch assembly and its hydraulic system : 10 days -Engine Radiator repair/replacement : 07 days -Slew Gearbox with Pinion repair/replacement : 10 days -Slipring/Hydraulic swivel joint repair/ replacement : 05 days 	Tender Conditions Holds Good.
4	50	Section III Clause No 10	Lifting equipment	Most of the major repairs will require the services of an external crane (to remove and replace the respective component of the crane), therefore, it is requested and proposed that DPA will provide an external crane on NO cost basis to the Contractor, if require, for undertaking the major repair activities.	For undertaking any Major Repairs works at site, DPA owned cranes will be provided to the contractor at no extra cost if available and idle.
5	82	Section IX	Item no. 8 All type of "O" rings and Seals	<p>'O' rings agreed.</p> <p>Seals are proprietary in nature such as for Coupler gearbox, Slipring seal kit, stabilization Jack seal kit, Outrigger/ Horizontal cylinder seal kit, Boom cylinder seal kit, Steering cylinder seal, Seal kits for Winch Motor A6VM200, Slew Motor A2FM90 and Travel Motor A2FM200 and many more will be excluded from bidder's scope</p>	The seal ring/seal kit/ whose cost is less than Rs. 5000/- comes under the consumables and made available by the contractor, all other seals will be under the spare parts and will be borned by DPA.

Handwritten signature
A.K. (S)

Handwritten signature
A.K. (S)

Handwritten signature
S.E. (C)

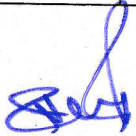
			Item no. 14 Proximity Sensors	<p>because, at the time of offer submission, bidder will not know which of the specialised Seal may fail or may not fail during the project execution, so, will end up unnecessarily loading the price in our offer and ultimately more cost to DPA.</p> <p>Hence, propose that Seals can be purchased based on the actual requirements and will be billed accordingly to DPA.</p> <p>Bidder should be on the same page with DPA, therefore, Proximity Sensors mean and require for stabilization jack, Outriggers, Slew locking Pin and Slew centering, so, please confirm.</p>	The Proximity sensor whose cost is less than Rs. 5000/- comes under the consumables and made available by the contractor, all other will be under the spare parts and will be borned by DPA.
6		Additional Query	OEM suggestion	<p>Since, cranes are almost 12 years old, therefore, its Electronic system require urgent Upgradation/ Replacement due to non-availability of spares for the existing system being old technology. It is requested that DPA may consider this point on utmost priority if wishes to operate the HMC's properly.</p> <p>Like to share that once the spares for Upgradation/ Replacement are available at site, timeline for Upgradation/Replacement will be about 02 weeks including software modification, etc. and adjustment of parameters as per OEM guidelines.</p>	The upgradation work is already in the knowledge of DPA.The same will be taken seperately.

8
TUT.
A10 (C)


12/10/20
AGENCY

10
S.E. (C)

7	40	Section II Clause No 47	Bar Chart:	This is not applicable, because it is not a project work.	Tender Condition Holds Good. However during the breakdown/major maintenance the contractor has to submit barchart with detail activities.
8	41	Section II Clause No 53	Hot work:	In case of carrying out any hot work such as gas cutting and welding necessary fire watch permission is to be provided by DPA free of cost.	The condition may be read as "In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be provided by DPA free of cost obtained from the concerned authorities of the port".
9	44	Section III Clause No II (B) Note Sr. No i	If any of the crane is in non-working condition at the time of taking over. The contractor is liable for putting the crane into working condition only as per clause no.1.1 (C) of Section-III of accepted tender. For making the crane traffic operation worthy i.e. replacement of wire ropes etc., the cost spare parts will be borne by DPA as per clause no.9 of Section-III of the condition of the accepted tender.	If we shall put the crane in operational condition, then DPA will pay the full AMC Charges as well as total spares plus lubrication cost with 10% convenience charges.	Tender Condition Holds Good.
10	44	Section III Clause No II (B) Note Sr No ii	At the time of taking over the crane by the contractor on as and where basis as per clause no. 1.1 of Section III of the accepted tender, for non- working cranes, the payment and requirement of staff will be regulated as per clause no.1.2 of Section-III of the accepted tender.	Payment of clause No-1.2, i.e-20% with 18 No. manpower is not possible to put the crane in operational condition. Hence full AMC payment is to be accepted.	Tender Condition Holds Good.
11	45	Section III Clause No 1.2	Reduced rate and staff strength during the currency of the contract	Reduced rate of 50% each crane is acceptable in place of 20%.	Tender Condition Holds Good.


A.M. (C)


S.E. (C)


S.E. (C)

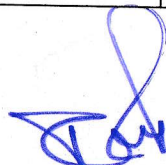
12	46	Section III Clause No 3(I)	The Contractor shall ensure that every Harbour Mobile Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for planned / preventive maintenance, Each Crane should be available minimum 90% of total hour per month failing which penalty of Rs1000.00 per hour and part thereof and per crane will be imposed.	Sir both the cranes are almost completed more than of its life, hence availability should be considered 85% in place of 90%. Also Only shortfall of availability penalty is acceptable no other penalty is acceptable.	Please refer clarification at sr.no 02.
13	46	Section III Clause No 3(II)	SHORTFALL OF STAFF: In case of any shortfall in deployment of maintenance staff as per Clause no. 7 of Scope of work, penalty at the following rate will be levied: Service Engineer - Rs. 3000/- per day Mech /hydraulic Engineer Rs. 2000/- per day Technician & Skilled staffs Rs.1000/- per day Remaining Staff - Rs. 800/- day	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 acceptable.	Tender Condition Holds Good.
14	47	Section III Clause No 3(III)	(III) Non-submission of roaster for deployment of staff.Rs.1000/-per month.	It is not possible to take approval of roaster plan every time. We shall inform/ submit to SDO, when roaster changed. Hence penalty not acceptable.	Tender Condition Holds Good.
15	47	Section III Clause No 3 (IV)	Delay in commencement of AMC work Penalty Rs.10000/- per month will be imposed.	We shall commencement the AMC after receiving work order, but penalty is not acceptable.	Tender Condition Holds Good.
16	47	Section III Clause No 3 (V)	Non maintenance of required quantity of consumables and lubrications penalty Rs.2000/- per consumables per month is imposed	Penalty of each consumable Rs.2000/- is not acceptable. Also adding of new consumables is not acceptable without financial applications.	Tender Condition Holds Good.
17	47	Section III Clause No 3 (VI)	Non maintenance of grabs @ Rs.2000/-per month penalty is to be imposed.	Sir, total grab is not cleared, but some grabs are non working and also some grabs are in leakage conditions due to this penalty is not acceptable.	Tender Condition Holds Good. However, DPA is having 06 nos. of grabs. Out of 06 nos. of grabs, at present 03 nos. of grabs are in non-functioning condition. Initially, all the 06 nos. of grabs will be handed over to contractor as in wherein basis and a joint inspection with the representative of Contractor and DPA will be carried out in order to ascertain the functioning of all the 03 non-functioning Grabs. For non-

T. J. Am (C)


W. P. A. (C)

S. G. (C)

					functioning of grabs the Contractor is required to procure spare parts and carry out necessary repairs. The cost of the spare parts will be reimbursed as per the clause no 9 of the Section III of the approved tender document.
18	47	Section III Clause No 3 (VII)	Non engagement of OEM@ Rs.5000/-per day penalty is to be imposed	We shall arrange the OEM but penalty is not acceptable	Tender Condition Holds Good.
19	48	Section III Clause No 3 (VIII)	Non completion of activity mentioned in the maintenance schedules @Rs.5000/- per month penalty is to be imposed	We shall carry out maintenance activity as per schedule but penalty is not acceptable.	Tender Condition Holds Good.
20	49	Section III Clause No 9	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	Tender Condition Holds Good.
21	49	Section III Clause No 9 (B) Note No (v)	The spare parts which has become unserviceable due to fault or poor maintenance of the contractor, the replacement cost of the same will be borne by the contractor.	Contractor is bound to perform all maintenance activity as per the OEM schedule after getting approval of EIC of execution team from DPA side and same work has been cross check and certified every month by TPI appointed by DPA as per the same parameter of maintenance schedule approved by EIC /OEM. Hence this clause is not acceptable to us.	Tender Condition Holds Good.
22	50	Section III Clause No 10	Major Repairs:-Major repair list are as given:- 1.Slew Bearing failure 2.Any structural failure 3.Main boom assembly - failure of boom pin 4.Diesel Engine breakdown 5.Programmable Logic Control (PLC)	In Major repair list , following activity is to be added:- 1. Failure of out rigger cylinder. 2. Failure of main alternator	Tender Condition may be referred as SI.3
23	50	Section III Clause No 10 (A) (ii)	DPA will remit total cost (including consumable and lubrication) to the contractor	DPA will reimburse total cost (including consumable and lubrication) to the contractor with 10% convenience charges	Tender Condition Holds Good.


A.M.C.E)


A.M.C.E)


S.E.C.E)

24	50	Section III Clause No 10 (A) (iii)	The party/ unit/ machine of the crane will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the book value of the cranes. The book value of the crane will be intimated by DPA. The original copy of the insurance policy should be submitted to EIC.	110% the book value of the entire crane is too high as compare to the parts /spares//unit which will be take out of port area for repair. Hence this point is not applicable.	110% book value of the cranes parts/components as decided by EIC
25	52	Section III Clause No 11 (v)	Moreover, during the currency of the contract, DPA may give written orders to add new consumables and quantity which is required to be brought by the contractor without charging extra cost.	Without extra cost Not acceptable.	Tender Condition Holds Good. Further, the list of consumables is derived as advised by the OEM. However, the cost of the consumables whose less then Rs. 5000 comes under the consumables. Pls refer reply to the sr.no. 06.
26	53	Section III Clause No 15	Reduction in monthly AMC payment in case in reduction of staff due to change in shift timing. The shift timings mentioned in clause no.8 of Section V is subject to the order issued by DPA management from time to time. In case, DPA management decides for applicability of less than three shifts, the contractor is required to reduce the strength of the staff who are engaged in different shifts (except general shift). Accordingly, there will be reduction of payment to the contractor in respect of such reduced staff calculated on the basis of minimum wages (skilled/unskilled work) declared by central government from time to time.	This point is not acceptable because we cannot increase or decrease the maintenance staffs in between the running contract.	Apparently the clause was provided, but the same is Not Applicable since the staff provided in the AMC is monthly salaried basis and cannot be increased/decreased hence the clause may be treated as "Deleted"
27	53	Section III Clause No 17	Hot work: (Cl. 53 of Section II is replaced as below): The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and	This point is not co-related with hot work. Hence it may be deleted. For carrying out any hot work fire watch permission is to be provided by DPA Free of cost.	Tender Condition may be referred as SI.9

*For
AMC*

*For
AMC*

*For
S.E. (C)*

			no extra payment shall be made to him on that account.		
CLARIFICATION BY DPA ON OTHER ISSUES					
28	45	Section III Clause NO 1.2	During the currency of the contract, if the crane is required to be withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane are any other reason not attributable to DPA.		Kindly see Annexure -B of pre bid clarifications

[Signature]
A.M.(E)


[Signature]
A.M.(E)

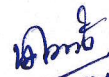
[Signature]
S.E.(E).

ADDENDUM/ CORRIGENDUM**(Annexure B)****TENDER NO. EL/WK/2826**

Name of Work: "Maintenance Contract of 2 Nos, ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years."

Sr. No.	Section No.	Page No.	Clause No.	Subject	Existing Clause	Amendment						
1	III	45	1.2	Rate of monthly payment	<div>During the currency of the contract, if the crane is required to be withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane are any other reason not attributable to DPA.</div> <table><tr><td>Period</td><td>Rate of monthly payment</td><td>Per crane reduction of staff</td></tr><tr><td>From 11th day</td><td>20 % of the monthly AMC cost of the particular crane</td><td>Maximum 7 staff / crane</td></tr></table>	Period	Rate of monthly payment	Per crane reduction of staff	From 11 th day	20 % of the monthly AMC cost of the particular crane	Maximum 7 staff / crane	<div>During the currency of the contract, if the crane is required to be withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane are any other reason not attributable to DPA 20% of the monthly AMC cost of the particular crane will be paid.</div> <div>However, in case the crane is out of order / under breakdown for want of spare parts, the following AMCs rate is applicable:</div> <div><div>i. If the crane is out of order / under breakdown, the contractor has to submit the list of required spares along with the offer rates of Original Equipment Manufacturer (OEM) / Original Part Manufacturer (OPM), whichever is less; within 15 days.</div><div>ii. Non-supply of above spares within the scheduled delivery period mention in the Supply Order, the contractor shall not even be entitled for 20 % reduced AMC rate, till full supply of the material at site.</div><div>iii. If any of both the cranes are out of order or non operation-worthy during taking over of the contract, Contractor has to rectify and put into commission one / two crane(s) within 60 days. The necessary spares cost and OEM services if required, will be reimbursed by DPA on actual basis including full AMC charges. However, if cranes are not commissioned beyond 60 days, the AMC contractor will not even be entitled for 20 % reduced AMC rate.</div></div>
Period	Rate of monthly payment	Per crane reduction of staff										
From 11 th day	20 % of the monthly AMC cost of the particular crane	Maximum 7 staff / crane										


AMC (C).


ACV (C)


S.E. (C).