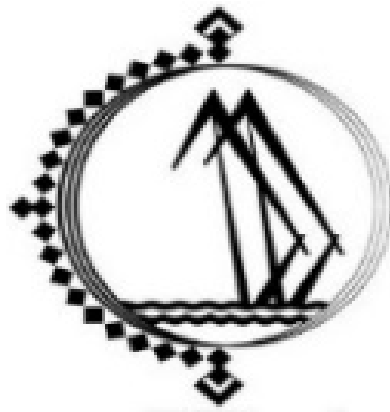


DEENDAYAL PORT AUTHORITY

TRAFFIC DEPARTMENT

TENDER NOTICE NO: TF/SH/MHCHIRE/2025



Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No. 6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them

PORT OFFICE:
Traffic Department
Deendayal Port Authority
Shramdeep Building
New Kandla – 370210
Kutch – Gujarat

SECTION – INotice Inviting Online Tender

Details about tender:

| | |
|---|--|
| Department Name | Traffic Department |
| Circle/ Division | Traffic Department |
| Tender Notice No. | TF/SH/MHCHIRE/2025/_____ |
| Name of work | Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No. 6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them |
| Period allowed for commencement of operations | 8 months |
| Bidding Type | Open |
| Bid Call (Nos.) | One |
| Qualification Criteria | <p>The bidders shall fulfill the following Pre – Qualification Criteria;</p> <p><u>Financial Capacity:</u> A net worth of Rs. 10.92 Crores or more as on 31st March 2024 as certified by the statutory auditor of the bidder's firm.</p> <p><u>Technical Capacity:</u> Bidder should have handled minimum 5.00 Lakhs MT cargo stevedored by them during last 3 years ending on 31st March 2024 and if prospective bidder is quoting for 2 cranes, then same is considered as twice of the quantity.</p> |
| Joint Venture | Not Applicable |
| Bid Document Fee: | Rs. 5,900/- (including 18% GST) |
| Bid Document Fee Payable To: | Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. |
| Bid Security/ EMD (INR) : | Rs. 43,67,193.00 Per Crane |
| Bid Security / EMD(INR) In Favour of: | In the form of Bank Guarantee issued by any nationalized/ scheduled bank except co-operative bank having its branch at Gandhidham as per |

| | |
|--|---|
| | format in the tender document. |
| Bid Document Downloading Start Date | <u>01.03.2025</u> |
| Bid Document Downloading End Date | <u>15.03.2025</u> upto 14.00 Hrs |
| Date & Place of Pre-Bid Meeting | 17.03.2025 at 1600 hrs. New Board Room, Administrative Office Building, Deendayal Port Authority, Gandhidham – Kachchh, Gujarat |
| Last Date & Time for Online submission of Bids(Receipt of Bids) | <u>02.04.2025</u> upto 16.00 Hrs. on https://DPA.nprocure.com |
| Bid Validity Period | 180 Days from the date of opening of technical bid. |
| Condition | <ol style="list-style-type: none"> 1. Tender Fees Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700) The proof for transfer of funds to be submitted in preliminary bid stage. 2. The bid/tender shall be accompanied by Payment in the form of Bank Guarantee issued by any nationalized/ scheduled bank except cooperative bank having its branch at Gandhidham as per format in the tender documents towards Bid Security (EMD). 3. The bid/Tender not accompanied with Tender fee and EMD in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened. 4. The bid/tender shall also be accompanied by Integrity Pact Agreement (Form-07). I. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal. |

II. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified..

5. **If Bidder is a MSE Organisation:** In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. (Refer NIT for list of activities considered)

As well as duly filled in and signed **“Bid Securing Declaration”** as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-VI

NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

| Level | Description |
|-------------|---|
| Section-C | Manufacturing |
| Division 28 | Manufacture of Machinery and Equipment N.E.C. |
| Group 281 | Manufacture of general purpose machinery |
| Class 2816 | Manufacture of lifting |

| | | | | |
|---|---|--|------------------------|--|
| | | | and handling equipment | |
| Bid opening Date | Technical bid will be opened on Date_____ at _____ Hrs Opening of price bid shall be notified after scrutiny and evaluation of technical bid. | | | |
| Documents required to be submitted by scanning through online | a. Documents in support of fulfilling qualifying criteria as indicated above. b. EMD in form of Bank Guarantee c. Tender Fee in form of online Digital mode of Payment d. Integrity Pact Agreement duly signed with a witness signature, address etc. as per format. | | | |
| Officer Inviting Bids | Traffic Manager | | | |
| Bid Opening Authority | Traffic Manager | | | |
| Address | Traffic Manager Deendayal Port Authority Shramdeep. Building, New Kandla – 370210 Kutch – Gujarat | | | |
| Contact Details | Phone: +91 99742 29473 E-mail - tmshippingkpt@deendayalport.gov.in | | | |

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 Solutions-A division of GNFC Ltd., (n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (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 Infotower, 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 Traffic Manager, within 7 days of the opening of the Technical bid of the bidder, failing which the tender shall be considered as non responsive.

The envelopes containing Technical Bid i.e. Volume-I as mentioned at clause no. 6.1 shall be addressed to:

Traffic Manager
Deendayal Port Authority
Shramdeep Building, New Kandla – 370210
Kutch – Gujarat

The envelopes shall bear the following identification:

Accompaniments for ***“Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No. 6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them”***

Bid reference No.1 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://DPA.nprocure.com> no later than 02.04.2025, 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)
DEENDAYAL PORT AUTHORITY

1.0 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.

2.0 PRE-QUALIFICATION CRITERIA:

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

- I. The bidder must have a net worth of Rs. 10.92 Crores (Rupees Ten Crores Ninety Two Lakhs only) or more as on 31st March 2024 as certified by the statutory auditor of the bidder's firm.***
- II. Bidder should have handled minimum 5.00 Lakhs MT cargo stevedored by them during last 3 years ending on 31st March 2024 and if prospective bidder is quoting for 2 cranes, then same is considered as twice of the quantity.***

DOCUMENTS REQUIRED:

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

- I. PAN issued by the Income Tax Authority.
- II. Copy of GST Registration Certificate.
- III. 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.
- IV. EMD in approved format.
- V. Declaration that the bidder has not been banned/de-listed by any govt./semi-Govt. organization or PSU.
- VI. An undertaking to the effect that no change has been made.
- VII. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- VIII. Certificate of statutory auditor for net worth, as required under Clause No. 2 (a) (I) above.***

IX. “Similar Works” means bidder shall have the experience of cargo handling at the port with / without own Mobile Harbour Cranes.

X. If Bidder is a MSE Organisation: In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload in preliminary bid stage a scanned copy of valid certificate. (Refer NIT for list of activities considered)

As well as duly filled in and signed **“Bid Securing Declaration”** as per format provided in the tender document failing which the bid shall be treated as non-responsive. Bid securing declaration form is attached at Section-VI

NIC codes regarding similar work is mentioned below: If tenderer/bidder completed the works in private organization TDS certificates with respect to referred work needs to be submitted.

| Level | Description |
|-------------|---|
| Section-C | Manufacturing |
| Division 28 | Manufacture of Machinery and Equipment N.E.C. |
| Group 281 | Manufacture of general purpose machinery |
| Class 2816 | Manufacture of lifting and handling equipment |

3.0 SYSTEM OF BIDDING.

The bidder has to quote the royalty rate per crane in percentage terms that he is willing to pay to Deendayal Port Authority over and above the minimum royalty rate of 47.07% per crane on the per ton handling charges for various cargoes as mentioned under Section VII, on the total quantity of cargo stevedored by him. The bidder can quote for a maximum 2 (TWO only) number of cranes. The maximum number of cranes for which license would be given is 4 (Four). The successful bidder would be selected on the basis of the royalty (in percentage) quoted by him over and above the minimum royalty rate of 47.07% per crane fixed by DPA.

4.0 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.

5.0 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.

6.0 CONTENTS OF BID DOCUMENTS.

6.1

| | |
|----------------------|---|
| Section – I | Tender Notice |
| Section – II | Instruction to Bidders (ITB) |
| Section – III | General Conditions of Contract (GCC). |
| Section – IV | Scope of Work |
| Section – V | Price bid i.e., Schedule – B to be filled and digitally signed by the bidder. |
| Section – VI | Forms 1 – 9 as listed in table below |
| Section – VII | Indicative Per Ton Handling Rates for various commodities |

Forms 1-7

| Form No. | Description |
|----------|--|
| 01 | Net Worth Certificate |
| 02 | Form of Agreement |
| 03 | Specimen Bank Guarantee Performance guarantee / Security deposit |
| 04 | Specimen format for declaration |
| 05 | Specimen letter of authority from bank for BG. |
| 06 | Exception and Deviation |
| 07 | Format of Integrity Pact (attached separately). |
| 08 | Specimen letter of authority for submission of bid |
| 09 | Format of Bid Security Declaration From bidders |

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.

7.0 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.

8.0 AMENDMENT OF BIDDING DOCUMENTS.

- 8.1 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.
- 8.2 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.
- 8.3 In order to afford prospective bidders, in 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.

9.0 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.

10.0 MAXIMUM NUMBER OF CRANES FOR WHICH A BIDDER CAN QUOTE.

The bidder can quote for maximum 2 (two) numbers of cranes.

11.0 ROYALTY RATE.

The bidder shall quote royalty rate offered by him, over and above the minimum royalty rate in price bid (Section-V), in percentage terms.

12.0 BID VALIDITY.

- 12.1 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.

- 12.2 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 cable. 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.

13.0 SECURITY DEPOSITS.

13.1 Bid Security (Earnest Money Deposit-EMD)

- A. Earnest money Deposit (EMD) shall be **₹ 43,67,193.00 (Rupees Forty Three Lakhs Sixty Seven Thousand One Hundred Ninety Three Only)** per crane to be submitted in the form of Bank Guarantee (BG) issued by any nationalized/ scheduled bank except co-operative bank having its branch at Gandhidham as per format in the tender document.
- B. EMD of unsuccessful bidders other than L1 and L2 be refunded immediately after ranking of price bids. Earnest Money of L2 be refunded immediately after entering into agreement with L1 and acceptance of performance Guarantee from L1.
- C. EMD shall be refunded suo-motto without any application from the bidders.
- D. The Bid Security of the successful bidder will be discharged after he has signed the Agreement and furnished the required Performance Security.
- E. **Forfeiture of earnest money.**
Bid security (Earnest Money) shall be forfeited, if
 - (a) The bidder withdraws the bid after bid opening during the period of bid validity.
 - (b) The bidder does not accept the correction of the Bid price, if any.
 - (c) The successful bidder fails within the specified time limit to
 - (i) Sign the Agreement or
 - (ii) Furnish the required Performance security.
 - (iii) In case the contractor fails to commence the work within stipulated time.

In case of forfeiture of earnest money as prescribed above, the tenderer shall not be allowed to participate in the retendering process of the work.

13.2 PERFORMANCE SECURITY DEPOSIT (PSD):

- (i) ***Licensee shall have to furnish a Security Deposit of Rs. 218.36 Lakhs (Rupees Two Crores Eighteen Lakhs Thirty Six Thousand Only) per Crane in form of a Bank Guarantee (BG) in a prescribed format, issued by any Nationalized/Scheduled bank other than co-operative bank having its branch at Gandhidham, within 30 days of issue of LOI. The BG must be valid till 60 days after the expiry of the Licensee period of three years with a claim period of 6 months.***
- (ii) DPA reserves the right to en-cash the Bank Guarantee in case of any default of the Licensee.
- (iii) The B.G. shall be extended by the successful bidder if required by DPA.
- (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.
- (v) In case of hired cranes, on expiry of hiring contract, the Licensee will have to bring in another crane, failing which the Security Deposit will be forfeited and License will be cancelled.
- (vi) In case of withdrawal of the crane by the licensee, his Security Deposit will be forfeited and license will be cancelled.

14.0 ALTERNATIVE PROPOSALS BY BIDDERS.

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

15.0 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 Infotower, 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 Traffic Manager, within 7 days of the opening of the Technical bid of the bidder, failing which the tender shall be considered as non responsive.

The envelopes containing Technical Bid i.e. Volume-I as mentioned at clause No. 6.1 shall be addressed to:

**Traffic Manager
Deendayal Port Authority
Sharmdeep Building,
New Kandla – 370210
Kutch – Gujarat**

And shall bear the following identification: -

Accompaniments for ***“Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No. 6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them”***

Bid reference No.1

Name and address of the bidder.

16.0 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.

17.0 BID OPENING

- 17.1 Deendayal Port Authority 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.
- 17.2 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.
- 17.3 Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
- 17.4 Bidders, representatives, maximum of two per bidder, shall be permitted to attend bid opening and they should have authorization letter from the bidders.

18.0 CLARIFICATION OF BIDS.

- 18.1 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.
- 18.2 Deendayal Port Authority reserves the right to conduct joint post bid discussion after opening the technical bids, for clarification on the techno-commercial offers and may amend the Techno-Commercial requirements so as to bring all the bidders on to a common platform. In case of any alteration in the techno-commercial requirements, all the bidders shall be given equal opportunity to submit supplementary price offers for that item in which alterations have been made. The supplementary offer must indicate the amount, which shall be added to or subtracted from the original price offered for that item. Both the original and the supplementary offer shall be evaluated jointly.

19.0 EVALUATION METHODOLOGY AND COMPARISON OF BIDS.

Conditional bids may be rejected by Deendayal Port Authority. 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.

The financial evaluation shall be made on the basis of royalty rate (in percentage terms) quoted by bidder over & above the minimum royalty rate of 47.07% (exclusive of GST) fixed by DPA. The bidder can quote for maximum two numbers of cranes. The total number of Mobile Harbour Cranes for which License will be issued is 4 (Four).

The Bidders will be arranged in descending order of the percentage royalty offered by them over and above the minimum royalty percentage of 47.07% i.e. H1 to H4. The Bidder offering the highest percentage royalty over and above the minimum royalty percentage of 47.07% will be granted the License for the number of cranes for which he has bid which shall be subject to a maximum of 2 cranes. This will continue till the limit of 4 cranes is reached.

In case bids are received for more than 4 cranes and two or more bidders quote the same royalty percentage over and above the minimum royalty rate of 47.07%, the award of license will be by way of draw of lots.

In case bids are received for less than 4 cranes, the tenders will be re-invited for the remaining cranes for which no bids are received.

GST, cess and any other statutory levy as applicable from time to time on the total royalty payable by the bidder (i.e. minimum royalty rate of 47.07% plus royalty rate quoted over and above the minimum royalty rate) shall be borne by the successful bidder.

20.0 CONTACTING DEENDAYAL PORT AUTHORITY

Bidder shall not contact Deendayal Port Authority 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 Deendayal Port Authority in the Bid Evaluation, Bid comparison or contract award decision, shall result in disqualification of the bidder and forfeiture of the EMD.

21.0 AWARD OF CONTRACT (Grant of License):

The Licensor Will Grant the License to the Bidder who has offered the highest evaluated Bid Price, 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. It will be mandatory for the successful bidder to apply for and obtain stevedoring license under the **Deendayal Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019** as amended from time to time and comply with all the requirements of these regulations at all times. A bidder who fails to obtain stevedoring license under Deendayal Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 will not be granted license to operate his cranes.

22.0 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.

23.0 NOTIFICATION OF AWARD (GRANT OF LICENSE) AND SIGNING OF AGREEMENT.

- 23.1 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 facsimile 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 Deendayal Port Authority, etc will be mentioned in line with the tender conditions.
- 23.2 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 Deendayal Port Authority on the quantity of cargo stevedored by him.
- 23.3 The Agreement will be signed by successful Bidder within 21 days of issue of the Letter of Intent. The successful bidder has to submit performance security within 30 days of issue of LoI. The agreement will incorporate all correspondence between the Licensor and the successful bidder.

24.0 Fraud and Corrupt Practices:

- 24.1 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 Interest; and
- (e) **“restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process

24.2 Licenser 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 Licenser will declare a Bidder ineligible to participate in any tender or RFP issued by the 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.

25.0 LICENSE PERIOD:

- (1) The validity of the license shall be for a maximum period of three years from the date of commissioning of crane(s) in respect of a bidder who brings in brand new crane (i.e. crane procured and commissioned after the award of LoI). Deendayal Port Authority has considered the life of a crane to be 10 years and accordingly for a bidder bringing in an old crane, the reduced license period shall be as under depending upon the unexpired life of the crane: -

| Period of procurement of crane | Un-expired life of crane | Reduced License Period |
|--|--------------------------|------------------------|
| Crane procured on any date between 01-12 months prior to date of award of License | 9 | 9 |
| Crane procured on any date between 12-24 months prior to date of award of License | 8 | 8 |
| Crane procured on any date between 24-36 months prior to date of award of License | 7 | 7 |
| Crane procured on any date between 36-48 months prior to date of award of License | 6 | 6 |
| Crane procured on any date between 48-60 months prior to date of award of License | 5 | 5 |
| Crane procured on any date between 60-72 months prior to date of award of License | 4 | 4 |
| Crane procured on any date between 72-84 months prior to date of award of License | 3 | 3 |
| Crane procured on any date between 84-96 months prior to date of award of License | 2 | 2 |
| Crane procured on any date between 96-108 months prior to date of award of License | 1 | 1 |

At the end of the reduced license period if the licensee is ready to replace his crane with another crane having an unexpired life equal to or more than the normal license period of 03 years minus the reduced license period for which license has been granted to him, the same shall be permitted and the license period for such licensee will extended accordingly for a period equal to three years minus reduced license period for which license has been granted to him subject to the condition that total license period i.e. reduced license period plus extended license period) shall in no case exceed the maximum license period of 03 (Three) years. The unexpired life of replacement crane procured prior to award of LOI shall be calculated in the same manner in which the life of the original crane commissioned by the concerned licensee was calculated for the

purpose of arriving at reduced license period while the un-expired life of the replacement crane procured after the award of LOI shall be 17 years minus reduced license period.

However, licensee shall not be allowed even one day for replacement of cranes and he shall have intimate in writing to the Traffic Manager at least 6 months in advance about his intention to bring in replacement crane and request for extension of license period. 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 produced by licensee prior to award of license as well as while seeking permission for replacement of crane.

(2) In case of hired crane, the license period shall be limited to the period upto which crane has been hired by the licensee as specified in the hiring agreement.

26.0 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 Deendayal Port Authority in relation to any work under taken by him in the Port premises.

27.0 The Grant of License granted to the successful bidder is not transferable.

28.0 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 Deendayal Port Authority. If the deviation statement in Form-6 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, Deendayal Port Authority may consider such requests from the bidder, provided the bidder submits it's request with adequate justification.

29.0 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.

30.0 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.

31.0 Signing of Integrity Pact: -

The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per format enclosed) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex. CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under:-

Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar – 751022
Mobile No. 9437002530
E-mail: amiaifs@gmail.com

Dr. Gopal Dhawan, Ex.CMD, MECL
House No. 120, Jal Shakti Vihar,
(NHPC Society) P4, Builders Area,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201315
Mobile No. 8007771467
E-mail: gdhawangeologist@gmail.com

The Procedure for signing Integrity Pact" is as follow:

- 1) The Employer / Authorized Person of Employer shall sign the IP in the presence of a witness from their side, who shall also affix his/her signature thereof and then the same IP shall be uploaded by them on n-procure portal;
- 2) The potential bidders shall download and print the IP Agreement Signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of witness from his/her side, who shall also affix his / her signature thereof. Having completed the signing procedure, the Potential Bidder Shall upload the duly filled and signed IP Agreement on n-procure portal.
- 3) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the duly filed, signed IP Agreement to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder Shall be treated as disqualified.

**Signature & Seal
Of Bidder**

**Traffic Manager
Deendayal Port Authority**

SECTION – III
GENERAL CONDITIONS OF CONTRACT (GCC)

1.0 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 incorporated under the Major Port Authority Act, 2021, by notification issued by the Government of India, acting through its Chairperson, Dy. Chairperson or Traffic Manager 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 the 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 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 12 months commencing from the date of commencement of operation of harbour mobile cranes by the successful bidder.
- o. **"DPA" shall mean Deendayal Port Authority**

2.0 USE OF CONTRACT DOCUMENT:

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

3.0 SUBCONTRACTS:

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

4.0 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 Deendayal Port Authority.
- 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 the Traffic Manager, DPA.
- 4.4 Deendayal Port will not give any guarantee of traffic/business.
- 4.5 Deendayal Port Authority will not permit the licensee to use their cranes in case the cranes owned / operated by DPA are lying idle. ***The deployment of mobile harbour cranes will be under the direction and control of the Traffic Manager, Deendayal Port Authority.***
- 4.6 ***The deployment of cranes shall be allowed only in a situation where port's cranes are not available.***

5.0 LICENSEE'S OBLIGATIONS

- 5.1 ***Licensee shall operate the cranes for handling only the cargoes loaded / unloaded on the vessels stevedored by them and not as a Common User Facility.***
- 5.2 ***Immediately upon issue of LoI apply to Licensor for grant of Stevedoring License under the Deendayal Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 by complying with all the requirements specified in the said regulations for issue of stevedoring and shore handling license.***
- 5.3 ***Ensuring timely renewal of Stevedoring License during the currency of the license period by complying with all the requirements specified in the Deendayal Port Trust (Licensing of Stevedoring and Shore Handling) Regulations, 2019 for renewal of stevedoring and shore handling license***
- 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.
- 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 police 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 License 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 due to his fault.
- 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 its 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 Traffic Manager 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 Deendayal Port Authority.
- 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 Traffic Department. 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 Authority.
- f) ***GST or any other tax, if any, at the rates applicable from time to time, on total royalty payable by the licensee (i.e. Minimum royalty rate of 47.07% plus royalty rate offered by the licensee over and above the minimum royalty rate) will be payable by Licensee.***

5.22 Payment of royalty amount at total percentage rate offered by the successful bidder (i.e. Minimum 47.07% Plus percentage royalty rate offered over and above the minimum royalty percentage) of the gross amount of handling charges for various types of commodities (the rates are mentioned under Section VII) on the quantity of cargo stevedored 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 stevedored, total quantity of cargo stevedored, type of cargoes stevedored etc and any other statistical reports as directed by the Traffic Manager.

5.24 The Licensee shall be required to pay the Royalty of Stevedoring & Shore Handling Agent license in respect of various cargoes stevedored by them at the rates notified by Deendayal Port Authority, applicable from time to time.

5.25 The per ton handling rates reproduced under Section VII on the basis of which royalty payment shall be made by bidder to DPA shall bear annual escalation at the notified rates every year.

5.26 The licensee shall deploy and operate the Diesel or Electric Powered Mobile Harbour Crane at his own cost.

5.27 Safety Measures to be adopted by Licensee:

i. Compliance with Statutory Acts/Regulations:

The Licensee shall comply with all relevant safety regulations and standards set by local, regional, and national authorities. This includes occupational safety, environmental, and equipment safety regulations. Specifically, the Dock Workers (Safety, Health and Welfare) Act, 1986 and The Dock Workers (Safety, Health & Welfare) Regulations, 1990 shall be complied strictly. Also the Lifesaving rules

and other safety rules of DPA shall be followed strictly. The violation of the same shall lead to penalty deemed fit for the same.

ii. Manufacturer's Safety Standards:

The Licensee shall ensure that the safety features and standards been adhered by the manufacturer of the mobile harbor crane. It shall be ensured that the crane meets or even exceeds industry safety standards.

iii. Operator Training and Medical Certification:

Ensure that operators are adequately trained and medically fit to operate the mobile harbor crane and hold valid certifications.

iv. Safety Devices and Features:

The safety devices and advanced features for ensuring the human safety and mitigating fire emergency shall be provided in the mobile harbor crane. This may include emergency stop systems, load moment indicators, collision avoidance systems, advanced fire extinguishing system and other safety features designed to prevent accidents.

v. Maintenance and Inspection Procedures:

The documentation outlining the recommended maintenance and inspection procedures for the mobile harbor crane shall be developed and implemented. Regular inspections and maintenance shall be executed rigorously for ensuring the ongoing safety and reliability of the equipment.

vi. Emergency Response Planning:

The emergency response plan shall be prepared and submitted to mitigate all type of emergencies related to mobile harbor crane. This should cover procedures for dealing with accidents, fires, and other emergencies, as well as the availability of emergency equipment on-site.

vii. Load Capacity and Stability:

The load capacity and stability requirements of the mobile harbor crane shall be clearly defined. It shall be ensured that the crane is operated within its specified limits, reducing the risk of accidents due to overloading or instability.

viii. Work place environmental aspects:

The work place environmental aspects such as noise levels, emissions, or spill containment measures, depending on the location and environmental regulations shall be monitored and followed strictly.

ix. Documentation and Manuals:

The comprehensive documentation, including operation manuals, safety manuals, and any other relevant documents shall be developed and followed. It shall be ensured that users have access to this information necessary for safe operation and maintenance.

x. Personnel Protective equipment:

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

xi. Accidents:

The Licensee shall inform about the occurrence of any incident/accident, at or about the work site or in connection with execution of the contract, report such incidents/accidents to the Operation-In-Charge as per the requirement of Dock Workers (Safety, Health & Welfare) Regulations, 1990. He shall also provide the information about the incident/accident to the concerned department of DPA and Inspectorate of Dock Safety, Kandla.

xii. License shall take permission from Safety Officer-DPA as per the Circular for Vehicle / equipment fitness checking and permission to operate in DPA premises or as per other relevant rules & regulations applicable.

6.0 TERMINATION FOR DEFAULT:

6.1 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.

6.2 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 3 (Three) years 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.

7.0 FORCE MAJEURE:

This will be restricted to acts of GOD only.

8.0 JURISDICTION OF COURTS

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

9.0 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, The Dock Workers (Safety, Health and Welfare) Act, 1986, The Dock Workers (Safety, Health & Welfare) Regulations, 1990, 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.

10.0 INDEMNIFICATION:

The Licensee shall indemnify, protect and defend at its own cost, Deendayal Port Authority and its heirs, administrators, executors, assigns & 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.

11.0 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.

12.0 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.

13.0 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.

14.0 ACCIDENT:

The Licensee shall inform about the occurrence of any incident/accident, at or about the work site or in connection with execution of the contract, report such incidents/accidents to the Operation-In-Charge as per the requirement of Dock Workers (Safety, Health & Welfare) Regulations, 1990. He shall also provide the information about the incident/accident as requested by the Traffic Department and Inspectorate of Dock Safety, Kandla.

15.0 LETTER OF INTENT:

The Traffic Manager will issue the Letter of Intent intimating the Licensee about the proposed pre-acceptance.

16.0 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 Traffic Manager'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.

17.0 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 Chairperson 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 Chairperson 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 Chairperson 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 Authority 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 their 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.

18.0 Freedom to deploy additional cranes

Deendayal Port Authority shall be free to deploy any number of additional mobile harbour cranes during the currency of the existing licenses in any manner i.e. owned / hired or by way of grant of additional licenses.

19.0 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.nprcure.com shall be final and binding

20.0 GST Registration

- 20.1 The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax – 2017. The contractor should have valid GST registration number to become eligible for Participating in the bid.
- 20.2 GST Registration should be invariably mentioned in the bid / tender, failing which the bid / tender will be treated as non-responsive and liable to be discharged.
- 20.3 GST & PAN No. may be furnished with documentary evidence along with the Tender Documents.
- 20.4 It is mandatory to upload scanned copies of all the documents including GST registration certificate as stipulated in the bid document. If such document is not uploaded his bid will become invalid and cost of bid document shall not be refunded.
- 20.5 Contractor / Service provider / Supplier etc. Has to ensure timely and proper filling of GSTR 1 so that DPA 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 financial loss to the DPA and therefore same shall recovered from payment / deposit of the Contractor / Service provider / Supplier.

**Signature & Seal
Of Bidder**

**Traffic Manager
Deendayal Port Authority**

SECTION IV

Scope of the Work

1.0 BRIEF SCOPE:

- 1.1 The **Licensee** is required to procure, supply, install, commission the Mobile Harbour Cranes within 8 Months from the date of issue of Letter of Intent. The Licensee is also required to operate, Maintain and Manage the MHCs supplied and installed by him at his own cost.
- 1.2 ***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 illustrated at Clause 25 Section - II - Instructions to the Bidders.***
- 1.3 ***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.***
- 1.4 ***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.***
- 1.5 The licensee shall be permitted to handle all types of dry bulk and break bulk cargoes stevedored by them except containers and liquid cargoes with his cranes.

2.0 Technical Specification / Design Criteria:

- 2.1 ***The mobile harbour cranes should be of 100 MT capacity or more***
- 2.2 The design load factor of 3.3 T/m² has been considered for the designing of deck slab from panel no.1 to 76. Moreover, the design load factor of 5 T/m² has been considered for panel No.77 to 85. 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.
- 3.0 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.
- 4.0 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.

- 5.0 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.

6.0 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.

7.0 Flexibility of operation

Apart from berth No. 6-10, whenever required, the Traffic Manager may ask the licensee to operate the cranes in any of DPA berths to handle the cargo stevedored by them only.

8.0 Removal of equipments on completion

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

Traffic Manager
Deendayal Port Authority

Section – V**Price Bid (Schedule – B)**

| Sr. No | Description of the item | Minimum royalty rate per crane payable every month, for the entire duration of the license, on the gross amount of handling charges, computed at per ton handling rates as mentioned under Section-VII in respect of various commodities stevedored by them during the month | | Royalty Rate (in percentage terms) offered per crane over and above minimum royalty rate of 47.07% | | No. of Cranes for which license is sought | Total Royalty Rate offered per crane (in %) |
|--------|---|--|-----------------------------------|--|---------------------|---|---|
| | | Percentage in figures | Percentage in words | Percentage in figures | Percentage in words | | |
| A | B | C | D | E | F | G | H |
| 1 | Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No.6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them | 47.07 | Forty Seven point zero seven Only | | | | H=(C+E) |

Note: -

(a) The total royalty rate offered (i.e. Minimum royalty rate of 47.07% + Royalty rate in percentage quoted over and above the minimum royalty rate of 47.07%) shall be exclusive of GST, cesses and any other statutory levies thereon as applicable from time to time which shall be extra and shall be borne by the Licensee.

(b) In case of discrepancy between words and figures of royalty rate (in percentage) offered, the royalty percentage quoted in words will prevail.

(c) The per ton handling rates as mentioned under Section VII, on the basis of which royalty payment at the total royalty rate offered as above will be made by successful bidder to DPA shall bear an annual escalation at the notified rates every year. Such automatic adjustment of tariff caps will be made every year and the adjusted tariff caps will come into force from 1 April of the relevant year to 31 March of the following year.

**Traffic Manager
Deendayal Port Authority**

**Signature & Seal of
Bidder**

Section – VI**Forms****FORM 1****NET WORTH CERTIFICATE**

We hereby certify below the position of Assets & Liabilities of the person mentioned hereunder as on 31.03.2024

The same has been verified from the records & other details produced before us:

Name :
PAN :
Date of Birth :
Permanent Address :
Office Address :

(A) Total Value of Immoveable Property:

(This includes **beneficial share** owned in Land, Building, Flat, Factory, Shop, House etc.)

| Nature of Property | Location with Complete Address | Value at Cost (` In Lacs) |
|---------------------------|---------------------------------------|-----------------------------------|
| | | |
| | | |
| | | |
| | | |
| TOTAL | | |

(B) Total Value of Other Assets:

(This includes Cash, Bank balance, Gold, Other Jewellery, Investment in Shares/Mutual Funds/FD's/LIC etc, Vehicles, Capital in Business etc.)

| Nature of Asset | Particulars of Asset/ Complete Description | Oty. | Value at Cost (` In Lacs) |
|------------------------|---|-------------|-----------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

(C) Total Liabilities:

| Borrowed From | Amount & Securities offered | Purpose | O/s as on date (Rs. In Lacs) |
|----------------------|--|----------------|-------------------------------------|
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

(D) Net Worth: (A + B – C) = _____ (Rs. In Lacs)

(In words _____)

He/She is the Guarantor for various Borrowings by his/her friends / relatives / firm(s) / company(s) as detailed below:

| Guaranteed to | For the Borrowings by | Purpose | Amount Guaranteed (Rs In Lacs) |
|----------------------|------------------------------|----------------|---------------------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| TOTAL | | | |

For xxx ASSOCIATES
Chartered Accountants

Partner
Membership Number:
Date:

DEENDAYAL PORT AUTHORITY**FORM OF AGREEMENT (FOR EXECUTION OF WORK)**

This agreement made of this _____ day of _____ Two Thousand between the Board of Trustees of Deendayal Port Authority a body corporate under Major Port Authority Act, 2021 have 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 ***“Grant of license to port users for deployment of 4 Nos. of owned / hired Mobile Harbour Cranes at Berth No.6 to 10 inside Deendayal Port for a period of 03 years for handling the cargo in respect of vessels stevedored by them”***

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 WITHNESS 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.
 - 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 100 T capacity Mobile Harbour Cranes inside Deendayal Port for berth no. 6 to 10. 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 charges at the rate of ____%(percentage) per MT on the tonnage of cargo handled by the crane every month 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 _____
Seal

Signature of Licensee

2. Name & Address _____
Seal

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

1. _____

2. _____

(Traffic Manager)
Deendayal Port Authority

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

1. _____

Secretary

2. _____

Deendayal Port Authority

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

(To be executed on Rs. 300 / - Non- Judicial Stamp Paper)

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

In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authority 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 release Secured Deposit payment to hereinafter called the contractor/s)

(Name of the contractor/s) Under the terms and conditions of the contract, vide _____'s letter No _____

(Name of the Department)

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 Lodgement of Government Promissory Loan Notes for the due fulfilment by the said contractors 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 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 or which would be caused to or suffered by the Board by reasons of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, _____, do hereby
(Name of Bank) (Name of Branch)

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 any breach by the contractors of any of the terms and conditions of the said contract or by reason of contractor's 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, _____, undertake to pay to the
(Name of Bank and Branch)

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 thereunder and the Contractor(s) shall have no claim against us for making such payment.

4. We, _____ further agree with the Board that the
(Name of Bank and Branch)
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 be 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, _____ further agree with the Board that the
(Name of Bank and Branch)
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:
(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).”
Date _____ day of _____ 20

For (Name of Bank)

(Name)

Signature

Form – 4

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) _____

**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 Licensee)

.....

We confirm having issued the above-mentioned guarantee favouring
yourselves, issued on account of M/s. _____ validity for expiry
upto date _____ and claim expiry date upto _____

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

| |
|----------------------------------|
| 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 Document | Clause No. of Bid Document | Subject Deviation |
|----------------|---------------------------------|-----------------------------------|--------------------------|
| | | | |

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**Between****Deendayal Port Authority (DPA)** hereinafter referred to as "**The Principal**"**and**..... (Name of The bidders and consortium members)
hereinafter referred to as "**The Bidder / Contractor**"**Preamble**

The Principal intends to award, under laid down organizational procedures, contract(s) / concession(s) for Tender No. The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and 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 tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- (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 IPC / PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and in addition can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender process or the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in

exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.

- b. The Bidder(s) / Contractor(s) 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(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) 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(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.
 - e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
 - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), 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 of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) 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 transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidder

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. 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 and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) 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 / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder /

Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non-Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) 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 / Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he / she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non-binding 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.

(7) 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 or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "**Monitor**" would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

9.2 If any claim is made / lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact, as specified above unless it is discharged /determined by the Chairperson, DPA.

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. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium member

(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.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

(For & on behalf of the Principal)

(For & on behalf of the
Bidder/Contractor)

(Office Seal)

(Office Seal)

Place : Gandhidham
Date : ____/____/2025

Witness
Sign

Witness:
Sign

Deendayal Port Authority
(Name & Address)

(Name & Address)

Note : The bidder has to execute Integrity Pact agreement with Deendayal Port Authority (as per format enclosed) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex. CMD, MECL have been appointed by DPA as independent External Monitors and whose address are as under:-

Shri Amiya Kumar Mohapatra, IFoS (Retd.),

Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar – 751022
Mobile No. 9437002530
E-mail: amiyaifs@gmail.com

Dr. Gopal Dhawan, Ex.CMD, MECL

House No. 120, Jal Shakti Vihar,
(NHPC Society) P4, Builders Area,
Greater Noida, Gautam Budh Nagar,
Uttar Pradesh – 201315
Mobile No. 8007771467
E-mail: gdhawangeologist@gmail.com

**SPECIMEN LETTER OF AUTHORITY FOR
SUBMISSION OF BID**
(To be executed on Rs.300/- non Judicial Stamp Paper)

To
The (PORT Address)

Dear Sir,

We-----
--- do hereby confirm that Shri (Name, designation and Address)
is/are authorized to represent us to bid, negotiate and conclude the agreement on our behalf with
you against tender no. ----- and his specimen signature is appended here to ..

We confirm that we shall be bound by all and whatsoever our said signatory shall commit.
We understand that the communication made with him by the Employer/Board shall be deemed to
have been done with us in respect of this Tender.

[Specimen signature]

Yours faithfully,

Signature:
Name & Designation:
For & on behalf of:

**FORMAT OF BID SECURITY DECLARATION FROM BIDDERS
(On Bidders Letter head)**

Bid Security Declaration Form

Date: _____ **Tender No.** _____

To (insert complete name and address of the Employer/ Purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of three years from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown)
in the capacity of (insert legal capacity of person signing the Bid Securing Declaration)

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing) Corporate Seal
(where appropriate)

SECTION – VII**INDICATIVE PER TON HANDLING RATES FOR VARIOUS COMMODITIES****(a) The Tariff for handling cargo by Mobile Harbour Crane.****(i) For Shredded Scrap**

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 7996 | 114.61 | 68.78 |
| 7997 | 120.34 | 72.22 |
| 7998-8997 | 126.07 | 75.66 |
| 8998-9997 | 131.80 | 79.10 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 9997 tonnes.

(ii) For Project cargo

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 4199 | 227.56 | 136.53 |
| 4200 | 238.94 | 143.36 |
| 4201-5200 | 250.31 | 150.19 |
| 5201-6200 | 261.69 | 157.01 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 6200 tonnes.

(iii) For Other bulk cargo

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 13506 | 70.76 | 42.45 |
| 13507 | 74.30 | 44.57 |
| 13508-14507 | 77.84 | 46.70 |
| 14508-15507 | 81.38 | 48.82 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 15507 tonnes.

(iv) For Other break bulk cargo

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 6400 | 149.32 | 89.59 |
| 6401 | 156.79 | 94.07 |
| 6402-7401 | 164.26 | 98.55 |
| 7402-8402 | 171.72 | 103.03 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 8402 tonnes.

(v) For Heavy Melting Scrap (HMS)

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 4031 | 227.31 | 136.39 |
| 4032 | 238.68 | 143.21 |
| 4033-5032 | 250.05 | 150.03 |
| 5033-6032 | 261.41 | 156.85 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 6032 tonnes.

(vi) For Thermal Coal, pet coke

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 14497 | 64.84 | 64.84 |
| 14498 | 68.08 | 68.08 |
| 14499-15498 | 71.32 | 71.32 |
| 15499-16498 | 74.56 | 74.56 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 16498 tonnes.

(vii) (a) For Salt

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 15505 | 61.63 | 36.98 |
| 15506 | 64.71 | 38.83 |
| 15507-16506 | 67.79 | 40.68 |
| 16507-17506 | 70.87 | 42.53 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 17506 tonnes.

(b). For Iron Ore

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 15505 | 60.63 | 60.63 |
| 15506 | 63.67 | 63.67 |
| 15507-16506 | 66.70 | 66.70 |
| 16507-17506 | 69.73 | 69.73 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 17506 tonnes.

(viii) For Food grains, Met coke

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 9004 | 106.14 | 63.68 |
| 9005 | 111.45 | 66.87 |
| 9006-10005 | 116.76 | 70.05 |
| 10006-11005 | 122.07 | 73.23 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 11005 tonnes.

(ix) For Steel coils

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 10314 | 92.65 | 55.59 |
| 10315 | 97.28 | 58.37 |
| 10316-11315 | 101.92 | 61.15 |
| 11316-12315 | 106.55 | 63.93 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 12315 tonnes.

(x) For Gypsum, MOP, Fertilizer (DPA+ urea)

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 12498 | 76.46 | 45.88 |
| 12499 | 80.28 | 48.17 |
| 12500-13499 | 84.11 | 50.46 |
| 13500-14599 | 87.93 | 52.76 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 14599 tonnes.

(xi) For Timber logs

| Average daily crane performance (in Metric Tonne) | Ceiling rate per tonne (in ₹) | |
|--|----------------------------------|---------|
| | Foreign | Coastal |
| Upto 3174 | 298.60 | 179.17 |
| 3175 | 313.53 | 188.13 |
| 3176-4175 | 328.46 | 197.08 |
| 4176-5175 | 343.39 | 206.04 |

Note: To calculate the incremental ceiling rates as shown above, the base rate was enhanced to 105% for first thousand tonnes and for the 2nd thousand tonnes the rate was enhanced to 110% of the base rate. The same methodology shall also be adopted to calculate the rate beyond 5175 tonnes.

Notes:

- (i) The formula for calculation of average berth-day output is as follows:-

Total Quantity loaded / unloaded by HMC X 24 hrs.

Total time taken from commencement to completion of loading/discharging of cargo

- (ii) According to the average berth-day output for the vessel from commencement to completion of loading / discharge of cargo, the appropriate rate of crane hire charge will be chosen for recovery from Port users for the full quantity of cargo loading / discharged.
- (iii). If one HMC works with another HMC or ELL crane/s, the berth-day output for the crane will be ascertained on the basis of the quantity as recorded by the HMC's load meter.
- (iv) In case of breakdown of the crane for more than one hour till the vessel leaves the berth, the quantity handled by HMC will be determined taking into account cargo loading/ discharged prior to break-down divided by crane working hours and multiplied by 24.
- (v) In case of stoppages of operation of HMC for reasons not attributable to the HMC, appropriate allowance will be allowed to the crane while calculating the total time of crane operation in the vessel. No allowance will be allowed for stoppages attributable to the HMC. All stoppages in loading / unloading operations during working of HMC are required to be certified by the DPA officers in the daily vessel performance report.
- (vi) In case of dispute on the average output, the decision of the Port Authority will be final and binding.

Royalty payable shall be payable on the applicable SOR of DPA from time to time"