

MECHANICAL ENGINEERING DEPARTMENT

ELECTRICAL DIVISION



DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO: EL/AC/MHCHIRE/2025
for

**Hiring of 06 (Six) Nos.
Harbour Mobile Cranes
(HMCs) of 100 MT or above
capacity on Revenue
sharing basis for a period
of 12 years, extendable by
03 years at DPA.**

OFFICE OF THE SUPERINTENDING ENGINEER (ELECTRICAL) ELECTRICAL DIVISION
GROUND FLOOR NIRMAN BUILDING
DEENDAYAL PORT AUTHORITY NEW KANDLA
E-MAIL – see@deendayalport.gov.in

Notice Inviting Online Tender (NIT)

Department Name	Mechanical Engineering department
Circle/Division	Electrical Division
Tender Notice No.	EL/AC/HMCHIRE/2025
Name of work	"Hiring of 06 (Six) Nos. Harbour Mobile Cranes (HMCs) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years extendable by 03 years at DPA".
Period allowed for deployment of cranes for operations at DPA.	10 months from the issuance of Letter of Acceptance (LoA)
Bid type	Open
Bid call (nos.)	First
Joint Venture	<p>Allowed (Further, kindly refer Section – III).</p> <ol style="list-style-type: none"> 1. The number of partners in JV/Consortium shall be limited to maximum of two. 2. Lead partner must have handled at least 40 % of 1 MMT of dry bulk cargo / Break bulk Cargo (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per crane in any sea port / ICD for minimum of 3 years during the last 7 years ending on 31.08.2025. In case of JV, the lead partner quoting for more than 01 HMC, the cargo handling experience shall be multiplied accordingly. 3. The works reckoned for the above purpose are those executed by the bidder as prime contractor or proportionately as member of JV or as a sub- contractor, authorized and approved by the Employer of the work(s) against which the bidder has claimed his experience. Further they shall upload the scanned copies of permission letter for that work credentials, sub- contractor issued by principle (main client) otherwise that experience shall be treated as nil experience for that particular work credential and shall not be considered. 4. In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
Bid document / Tender fee	Tender fee of Rs. 5,900/- (including 18 % GST) through online transfer in Bank of Baroda, Gandhidham

	<p>Branch, a/c no.: 10080100022427, IFSC Code: BARBOGANKUT. Scan copy of RTGS no. and date of transfer may be uploaded on (n) procure website in Preliminary bid.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of tender fee. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non-responsive.</p> <table border="1" data-bbox="634 814 1365 924"> <tr> <th data-bbox="634 814 813 852">NIC Code</th><th data-bbox="813 814 1365 852">Description</th></tr> <tr> <td data-bbox="634 852 813 924">28162</td><td data-bbox="813 852 1365 924">Manufacture of other lifting and handling equipment and parts thereof</td></tr> </table>	NIC Code	Description	28162	Manufacture of other lifting and handling equipment and parts thereof
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28162	Manufacture of other lifting and handling equipment and parts thereof				
Bid Security / EMD	<p>EMD of Rs. 50,00,000 (Rupees Fifty Lakh Only) through online transfer in Bank of Baroda, Gandhidham Branch, A/c no.: 10080100022427, IFSC Code: BARBOGANKUT or in the form of Bank Guarantee or insurance surety bond as per enclosed format at Section-VI (Form – 14 A). Scanned copy of RTGS transaction receipt (indicating RTGS no. & date of transfer) or BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalized / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the</p>				

	bid shall be considered non-responsive:		
	NIC Code	Description	
	28162	Manufacture of other lifting and handling equipment and parts thereof	
Tender Fee and Bid EMD payable to	"Board of Deendayal Port Authority", Gandhidham		
Integrity Pact	<p>Integrity Pact Agreement (Section VI) duly signed by the bidder along with sign & address of one witness (one witness sign also to be arranged by the bidder) is also required to be submitted in preliminary bid, failing which the bid shall be treated as non-responsive and shall be rejected.</p> <p>However, in case of any technical glitch due to which, if any bidder is unable to upload the IP Agreement, then bidder shall submit a certificate in this regard. However, hard Copy of IP agreement, duly signed by authorized person along with one witnesses with address details etc. shall be submitted to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of the Bidder shall be treated as disqualified.</p> <ul style="list-style-type: none">• In case of partnership firm IP agreement to be signed by all the partners of Partnership firm.• In case of limited company IP agreement to be signed by authorized signatory as per POA duly supported with Boards resolution.• In case of JV firms IP agreement to be executed and submitted in the name of the JV and all the parties of JV to sign and stamp the agreement, in preliminary bid stage. <p>Note: Copies of partnership deed, power of Attorney, Board resolution etc. shall be submitted at preliminary bid stage. Failing in submission of IP agreement as per above requirement, bids shall be treated as non-responsive and shall be rejected.</p>		
Site Visit Form	The bidder must carry out site visit prior to bid and submit the Site visit form (Section VI). In absence of duly signed and filled site visit form bid will be considered as non-responsive.		
Bid document downloading start date	_____at 1500 hrs.		
Bid document downloading end date	_____at 1400 hrs.		
Date and place of pre-bid meeting	15.00 hours on _____at New Board Room, Administrative Office Building, Deendayal Port Authority, Gandhidham – Kachchh, Gujarat		
Late date and time for online submission of bids	_____at 14.01 hrs.		
Bid validity period	120 days from the date of opening of preliminary bid.		

First stage (Preliminary) bid qualification Conditions	<p>The bid / Tender not accompanied with Tender fee, EMD, duly filled Integrity Pact and duly filled Site Visit Form in Preliminary Bid shall not be considered responsive, and their technical and price bid will not be opened.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from</p>
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	payment of tender fee / EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non-responsive:		
	NIC Code	Description	
	28162	Manufacture of other lifting and handling equipment and parts thereof	
Pre-Qualification Criteria	<p>The bidder shall fulfill the following pre-qualification criteria:</p> <ol style="list-style-type: none"> 1. The bidder must have handled at least 0.8 MMT of dry bulk cargo / Break bulk Cargo with 100 Ton or above capacity HMC crane (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD in any one year during the last 7 years ending on 31.08.2025. In this regard, the bidder is required to submit a certificate issued by the respective sea port / Inland Container Depot. If the bidder is quoting for more than 01 HMC, the cargo handling experience shall be multiplied accordingly. 2. The bidder must have average annual turnover of Rs. 15 crores for each offered Cranes during last three years ending on 31.03.2025 as certified by the Chartered Accountant with Valid UDIN number. If the bidder is quoting for more than 01 HMC, the average Turn over shall be multiplied accordingly. 		
Similar works	<p>Similar works means: Operating 100 Tonne or above capacity HMCs in any sea port /Inland Container Depot (ICD) either owned or hired.</p>		
Bid opening date	<p>Preliminary bids will be opened on ____/____/2025 at 15.30 hrs.</p> <p>Technical bids will be opened only of those bidders who qualifies in Preliminary Bid criteria.</p> <p>Opening of price bid shall be notified after scrutiny and evaluation of technical bid.</p>		

NOTE: In case, bidders need any clarifications Or if training is required to participate in online Tenders, they can contact (n) Procure Support team at following address:

(n) code solution – A division of GNFC LTD., (n) procure cell 403, GNFC Info Tower,
SG Road, Bodakdev, Ahmedabad – 380 054 (Gujarat)

Contact Details:

Airtel: +91-79-40007501, 40007512, 40007516, 40007517, 40007525

BSNL: +91-79-26854511, 26854512, 26854513 (EXT: 501, 512, 516, 517, and 525)

Reliance: +91-79-30181689 Fax: +91-79-26857321, 40007533 E-

mail: nprocure@gnvfc.net

TOLL FREE NUMBER: 1-800-233-1010 (EXT: 501, 512, 516, 517, and 525)

Format and Signing of bid

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

Submission of bids

Bidders who wish to participate will have to procure / should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted: (n) code Solutions, A Division of GNFC, 301 GNFC Info Tower, Bodakdev, Ahmedabad. Tel. 91 79 26857316/17/18 Fax: 91 79 26857321 E-mail: nprocure@gnvfc.net Mobile: 9327084190/9898589652.

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

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

The envelopes containing Bid except Price Bid (Section V) shall be addressed to: Superintending Engineer (Electrical)

Electrical Division, Ground Floor,
Nirman Bldg., Deendayal Port Authority New Kandla – 370210
Kutch – Gujarat

The envelopes shall bear the following identification:

Accompaniments for "Hiring of 06 (Six) Nos. Harbour Mobile Cranes (HMCs) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years extendable by 03 years at DPA".

Bid reference No: EL/AC/MHCHIRE/2025 Name and address of the bidder.

Deadline of submission of the bids

Bids must be received by the licensor in on-line system at website <https://kpt.nprocure.com> no later than ____ **hours on** __ 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 – I

INSTRUCTIONS TO BIDDERS (ITB)

1. Deendayal Port Authority (hereinafter referred to as the licensor) invites bids by E-Tendering from the interested eligible bidder for the work as mentioned in the notice inviting online tender. All bids shall be completed and submitted on-line in accordance with instruction to the bidders.

2. **PRE-QUALIFICATION CRITERIA:**

The bidder shall fulfill the following pre-qualification criteria:

- i) The bidder must have handled at least 0.8 MMT of dry bulk cargo / Break bulk Cargo with 100 Ton or above capacity HMC (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD in any one year during the last 7 years ending on 31.08.2025. In this regard, the bidder is required to submit a certificate issued by the respective sea port / ICD.

If the bidder is quoting for more than 01 HMC, the cargo handling experience shall be multiplied accordingly.

- ii) The bidder must have average annual turnover of Rs. 15 crores for each offered Cranes during last three years ending on 31.03.2025 as certified by the Chartered Accountant with Valid UDIN number.

If the bidder is quoting for more than 01 HMC, the average Turn over shall be multiplied accordingly.

3. **DOCUMENTS REQUIRED:**

All bidders shall scan and forward legible scanned copies of the following information and documents with their bids.

PRELIMINARY BID

- i. Tender Fee & EMD in approved format.

In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of tender fee / EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non- responsive:

NIC Code	Description
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- ii. Duly filled in Integrity Pact:
with sign of owner/ Authorized proprietor /each partner of JVs, sign of one witnesses with address (to be arranged by the bidder) and Site Visit Form in Section VI.

TECHNICAL BID

- a) 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.
- b) Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31st March of the previous financial year with UDIN Number.
- c) Forms mentioned below Section VI.
- d) PAN, Registration with GST, Provident Fund Authorities.
- e) Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- f) Declaration that the bidder has not been banned / de-listed by any govt. / semi-Govt. organization or PSUs.
- g) Power of attorney (dully accompanied by resolution of Board in case of company).
- h) Qualifications and experience of key site management and technical personnel proposed for the contract.
- i) The proposed methodology and program of work, backed with equipment planning and deployment, duly supported with broad calculations and quality control procedures proposed to be adopted justifying their capability of execution and completion of the work as per technical specifications within the stipulated period of completion as per milestones **(Not Applicable)**.
- j) Bidders should give an undertaking letter duly stating that the documents submitted by them in support of their credentials are genuine and DPA is at liberty to take any action against the bidder if the said documents are found to be non- genuine.
- k) Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- l) At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document
- m) Experience certificate as required under clause 2.1 (a) (I) above.
- n) Certificate mentioning valid UDIN, issued by the Chartered Accountant for Annual Average Turnover, as required under Clause No. 2.1 (a) (II) above.
- o) An undertaking to the effect that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal / contractual obligations.

Note:

- All uploaded scanned copy should be self-certified by Authorised person with seal/stamp.
- Fraudulent documentation by bidders: Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

3.1 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:

- 3.1.1 Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
- 3.1.2 Record of poor performance such as abandoning the works, non – completion of the contract.

4. SYSTEM OF BIDDING

- (i) The firm can quote / offer any nos. of HMC(s), minimum of 01 and maximum of 06 nos.
- (ii) The Quoted % share required by the bidder is including but not limited to taxes, duties, fees, cess etc. and all incidental charges, etc. required for successful execution of the work, excluding GST.
- (iii) DPA shall collect the revenues as per Schedule of Rates (SOR) for respective cargo and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.

5. Revenue share calculation:

Rates of DPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. **{The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards}.**

There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by DPA for what so ever reason.

6. 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.

7. SITE VISIT:

The bidders shall conduct the site visit prior to submission of the bid and duly filled site visit form in this regard available in **Section VI** shall be submitted as tender requirement. 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.

8. CONTENTS OF BID DOCUMENTS:

Section I	Instruction to Bidders (ITB)
Section II	General Condition of Contractor (GCC)
Section III	Special Conditions of Contract (SCC)
Section IV	Scope of work
Section V	Price bid

Section VI	<p>Forms:</p> <p>Form 1 - Form of Agreement</p> <p>Form 2 - Specimen Bank Guarantee Performance guarantee / Security deposit</p> <p>Form 3 - Specimen format for declaration</p> <p>Form 4 - Specimen letter of authority from bank for BG.</p> <p>Form 5 – No Exception and Deviation</p> <p>Form 6 - Format of Integrity Pact.</p> <p>Form 7 - Specimen letter of authority for submission of bid</p> <p>Form 8 - Format of Bid Security Declaration from bidders</p> <p>Form 9 - Format for Evidence towards Site Visit</p> <p>Form 10 - Tender Information Form</p> <p>Form 11 - Proforma of Joint Venture/Consortium Agreement</p> <p>Form 12 - Proforma of Power-of-Attorney for Lead Member of JV/ Consortium</p> <p>Form 13 - Format for Details of Consortium Members</p> <p>Form 14 (A) - Format for Insurance Surety Bond for EMD</p> <p>Form 14 (B)- Format for Insurance Surety Bond for Performance Guarantee</p>
Section VII	Applicable SoR for collection of Rates for HMC utilization, as applicable.
Section VIII	Details of Cargo handling statistics

Note:

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

- 9. Joint Venture:** In case of association in the form of consortium or joint venture agreement, the members of the association shall nominate one of the members as "lead partner" for participating in the tender and signing all the documents related therewith up to signing of agreement and execution of all the contractual obligations thereafter (in case of award of contract). However, Integrity Pact shall be signed by all the JV members duly stamp and witness sign & address. All the partners of the association must also, jointly, and severally, be responsible for satisfactory execution and performance of the contract. The contractors with at least 26% equity holding each shall be allowed to jointly meet the eligibility criteria.

Conditions for bid submission by Joint Venture:

- (i) The number of partners in JV/Consortium shall be limited to maximum of two.
- (ii) In case of JV to qualify experience in similar works, merging of work order value executed by one or two of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works, on-going works. Only no. of work orders executed by members of JV shall be merged to evaluate experience.
- (iii) Lead partner must have handled at least 40 % of 1 MMT of dry bulk cargo / Break bulk Cargo (Container cargo will be equated at the rate of 14 MT per TEUs) per annum per offered crane in any sea port / ICD for 3 years during the last 7 years ending on 31.08.2025.
- (iv) The works reckoned for the above purpose are those executed by the bidder as prime contractor or proportionately as member of JV or as a subcontractor, authorized and approved by the Employer of the work(s) against which the bidder has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.

- (v) In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.
- (vi) Companies/Contractors may jointly undertake contract/contracts. The number of partners in JV/Consortium shall be limited to maximum of two. Each entity would be jointly and severally responsible for completing the task as per the contract, however declaration of the Lead member (JV has to designate one partner as Lead Member in their MOU) to be indicated by bidders. The firms with at least 26% equity holding each are allowed to jointly meet the eligibility criteria.
- (vii) A legally binding Joint venture / Consortium Agreement signed by authorized signatories of all the partners of the JV/Consortium, as per the Proforma / Forms at Section VI, shall be enclosed with the bid.
- (viii) Power of attorney duly executed and signed by legally authorized signatories of all the partners, authorizing the Lead Partner (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner, as per the Proforma / Forms at Section VI, which shall be duly authenticated by a notary public or equivalent certifying authority, shall be enclosed with the bid.
- (ix) The bid and in the case of the successful bidder, the Agreement, shall be signed and / or executed in such a manner for making it legally binding on all partners (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.). The Contract shall be signed by legally authorized signatories of all partners.
- (x) The Lead Partner shall be authorized to receive instructions for and on behalf of the partners of the Joint venture and entire execution of the Contract including payment shall be carried out exclusively through the Lead Partner. A Statement to this effect should be included in the Joint Venture Agreement.
- (xi) All partners of the Joint Venture shall be liable jointly and severally for the execution of the Contract in accordance with the Contract terms, and a Statement to this effect should be included in the Joint Venture Agreement.
- (xii) Bid Security as required shall be furnished by Lead Member of Joint venture.
- (xiii) Performance Guarantee, as required, will be furnished by Lead Member of Joint venture.
- (xiv) Participation by a firm in more than one JV/Consortium is not permissible. A firm who submits bid on individual capacity is not eligible to be a partner of a JV /Consortium. In case a firm's name appears in more than one bid then both application may be rejected.
- (xv) Each partner must submit the complete documentation, or portions applicable thereto, required qualifying the firm for bidding.
- (xvi) All the partners of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- (xvii) Notwithstanding demarcation or allotment of work among the partners, each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.
- (xviii) The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- (xix) All the correspondences between the Employer and the contractor shall be routed through the Lead Partner.
- (xx) In the event of default by the Lead Partner, it shall be construed as default of the Contractor; and Employer will take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
- (xxi) An undertaking that all the partners are jointly and severally liable to the Employer for

- the performance of the contract shall be enclosed with the bid.
- (xxii) In the event of any partner leaving the JV, it shall be intimated to the Employer within 30 days by other partner(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - (xxiii) The contractor shall not alter its composition or legal status without the prior written permission of the Employer. Failure to do so shall be construed as default of the contractor and the Employer may take action under relevant clause(s) of the Bid Document and/or General Terms and Conditions of Contract.
 - (xxiv) One of the partners of JV/Consortium should have downloaded the bid documents.

10. CLARIFICATION ON BID DOCUMENTS: PRE-BID MEETING

Pre-Bid meeting shall be arranged by Deendayal Port Authority at a scheduled date mentioned in this tender document or as extended by DPA. DPA encouraged all the prospective bidders to participate physically in this Pre-Bid meeting. It is advised to submit the queries in writing well in advance i.e. about one week before the scheduled date. After approval, pre-Bid clarification shall be published online as corrigendum to the tender documents. Bidder should note that, the Pre-Bid Queries should reach to this office before 24 hours of scheduled pre-bid meeting after the date of pre-bid meeting no queries will be entertained by the DPA. All the prospective bidders are requested to regularly visit online website for updates on any corrigendum with regard to tender.

11. AMENDMENT OF BIDDING DOCUMENTS:

- (i) At any time prior to the last date 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 / corrigendum.
- (ii) 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.
- (iii) In order to afford prospective bidders, reasonable time to take the amendment into account in preparing their bids, Deendayal Port Authority may at its discretion, extend the last date for submission of bids.

12. 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.

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

The bidder can quote for maximum 6 (Six) numbers of cranes for 12 years.

14. REVENUE SHARE

The bidder shall quote their required Revenue Share % only in the online portal in the price bid (Schedule-B) format.

15. BID VALIDITY

- (i) Bids shall remain valid for a period of **120 days** from the date of opening of preliminary bid. A bid valid for a shorter period may be rejected by the Licensor as non-responsive.
- (ii) In exceptional circumstances, prior to expiry of the original time limit, the Licensor may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by mail. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be permitted to modify his bid.

16. SECURITY DEPOSITS

(i) **Bid Security (Earnest Money Deposit-EMD)**

- (a) EMD of Rs. 50,00,000 (Rupees Fifty Lakh Only) through online transfer in Bank of Baroda, Gandhidham Branch, A/c no.: 10080100022427, IFSC Code: BARBOGANKUT or in the form of Bank Guarantee or insurance surety bond as per enclosed format at Section-VI (form – 14 A). Scanned copy of RTGS transaction receipt (indicating RTGS no. & date of transfer) or BG to be uploaded on (n) procure website in Preliminary bid. BG towards EMD issued by Nationalized / Scheduled (except Co-operative) banks having its branch at Gandhidham is only acceptable.
- (b) In case of Micro and Small Enterprise (MSEs) holding valid Udyam Registration Certificate issued by Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned below, only shall become eligible for exemption from payment of EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Section VI) in preliminary bid failing which the bid shall be considered non- responsive:

NIC Code	Description
28162	Manufacture of other lifting and handling equipment and parts thereof

- (c) The tender not accompanied with EMD or valid Udyam Registration Certificate and 'Bid Securing Declaration Form' shall not be considered and their technical and price bid will be remained un-opened. The Earnest Money Deposit shall be submitted in the form of Bank Guarantee issued by any Nationalized / Scheduled Bank, having its branch in Gandhidham. The validity period of bank guarantee should be of 30 days in excess of the bid validity.
- (d) Earnest Money Deposit (EMD) of non-qualified bidders during preliminary evaluation and technical evaluation stage shall be refunded within one months. EMD of all the successful bidders will be refunded after entering the agreement for required cranes by DPA. EMD of successful bidders will be refunded after deposition of Performance Security as per tender condition. No interest will be entertained by DPA on EMD for whatsoever reason.

(ii) **The EMD may be forfeited if;**

- (a) The bidder withdraws the Bid after Bid opening during the period of bid validity;
OR
- (b) The bidder hides the facts, submits false declaration/documents;;
OR
- (c) The successful bidder, having been notified of the acceptance of its bid by Deendayal Port Authority during the period of bid validity, fails within the specified time-limit to:
 - i. Sign the Agreement;
OR
 - ii. Furnish the required Performance Security and / or does not agree to carry out the work as per the tender conditions.

(iii) **PERFORMANCE SECURITY DEPOSIT (PSD):**

- (a) Initially successful bidder has to submit two nos. of performance security deposit each of Rs. 39 Lakhs for each HMC for a minimum validity period of 24 months. After successful deployment of each HMCs as per contract conditions, one security deposit shall be released by DPA and second shall be retained by DPA as "Security Deposit" for the entire period of the contract. After deployment and operation at DPA, "Retention Money" for each HMC of Rs. 3.25 Lakhs shall be recovered from the running monthly bills of the contractor each month.
- (b) Security deposit shall be for the entire period of contract and retention money will be refunded after completion of each year after submission of first running monthly bill for the successive year, subject to recovery of any penalties/dues of DPA.
- (c) Successful bidder shall have to furnish a Performance Security/Security Deposit in form of Online Digital Transfer or Insurance Surety Bond (Form – 14 B in Section VI) or FDR or in form of Bank Guarantee issued from Nationalized / Scheduled bank (except co-operative banks), having its branch at Gandhidham within 30 days of issue of LoA.
- (d) DPA reserves the right to forfeit the Performance Security Deposit (comprises of Security Deposit and Retention Money), in case of any default of the Licensee.
- (e) Performance Security Deposit (PSD) shall remain valid for minimum of 60 days beyond the entire period of contract/license. If the contractor submits lower period of PSD, same shall be extended or submitted new PSD before 60 days of expiry of the running PSD deposited to DPA. Contractor shall bear all types of cost incurred w.r.t. PSD, including extension or making of new.
- (f) After successful completion of the license period, the performance security deposit will be returned back after making good any penalties/dues of DPA.
- (g) During the entire contract/license period, if any Crane is withdrawn/ removed from service by the Contractor, his Security Deposit will be forfeited, license will be cancelled and contractor may be debarred or blacklisted as decided by DPA Authorities, same shall be binding to the contractor and no claim of contractor will be entertained in this regard.
- (h) Failure to comply with the above requirements shall constitute sufficient ground for cancellation of the award of work/license and forfeiture of performance security.

17. ALTERNATIVE PROPOSALS BY BIDDERS

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

18. SUBMISSION OF BIDS

Bidders who wish to participate will have to procure/ should have legally valid Digital Certificate, as per Information Technology Act-2000, using which they can sign their electronic bids. The bidders can procure the Digital Certificate from (n) code solutions a division of GNFC Ltd, who are licensed certifying authority by Government of India. All bids should be digitally signed. For details regarding Digital signature certificate and related matters, the below mentioned address should be contacted:

(n) code Solutions, A Division of GNFC

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

The price bid to be submitted online shall be signed digitally by a person OR person duly

authorized to sign on behalf of the bidder.

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

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

The envelopes containing Bid except Price bid (Section-V) shall be addressed to:
Superintending Engineer (E) Electrical Division,
Ground Floor, Nirman Building Deendayal Port Authority
New Kandla – 370210
Kutch – Gujarat

And shall bear the following identification:

Accompaniments for "Hiring of 06 (Six) Nos. Harbour Mobile Cranes (HMCs) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years extendable by 03 years at DPA""

Bid reference No. EL/AC/MHCHIRE/2025 Name and address of the bidder.

19. MODIFICATION AND WITHDRAWAL OF BIDS

- (i) Bidders may modify or withdraw their bids before the deadline of submission of bid.
- (ii) No Bid can be modified after the deadline for submission of Bids.
- (iii) 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.

20. BID OPENING

- (i) DPA will open the bids at prescribed date and time for preliminary stage, in the event of the specified date of bid opening is Sunday or declared holiday for Deendayal Port Authority, the bids shall be opened on the next working day. Technical and Financial bids opening will be on a latter date as decided by DPA as per stage wise approval of the Competent Authority. Participating bidders may get the status of their bids online.
- (ii) The bids shall be evaluated first on the basis of the preliminary 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.

21. CLARIFICATION OF BIDS

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.

22. EVALUATION METHODOLOGY AND COMPARISON OF BIDS

- (i) Conditional bids shall be rejected by DPA. The technical evaluation shall be made strictly on the basis of the documents submitted in online portal by the bidders in support of the eligibility, the technical and commercial response.
- (ii) After getting technically qualified, the bidder quoting their lowest revenue % Share demand shall be first considered for acceptance, irrespective of single/two/three/four/five/six HMCs offer. In case the lowest offer is single HMC, the second, third, fourth, fifth and sixth HMC will be considered from the next lowest offer and hence it is clarified that DPA reserve the right to award

the work any one or more out of the offered HMCs and hence reserves the right to split the order.

23. CONTACTING DEENDAYAL PORT AUTHORITY

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

24. AWARD OF CONTRACT (Grant of License)

The Licenser will Grant the License to the Bidder (s), provided that such Bidder has been determined to be eligible and qualified as per above Cl. 22. Grant of license will be after submission of performance security and submission of agreement etc.

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

The Licenser 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. The Licenser also reserve the right reduce or increase the total requirement of HMCs in DPA, as per actual requirement before award of work.

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

26.1 The Bidder, whose Bid has been accepted will be notified about the grant of license by the Licenser 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 Acceptance") the license period, total Revenue share (in percentage) to be paid by DPA, etc. will be mentioned in line with the tender conditions.

26.2 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.

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

26.4 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 mentioned in Section VI for the due and proper fulfillment of the contract within 21 days from the date of Letter of Acceptance

26.5 Pending preparation and execution of the contract agreement as above, the tender submitted by the Licensee together with CME's letter accepting the tender shall constitute a binding contract between the Board and the Licensee.

26.6 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 Acceptance 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.

27. FRAUD AND CORRUPT PRACTICES:

27.1 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:

- (i) **"corrupt practice"** means (a) 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 (b) 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;
- (ii) **"fraudulent practice"** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;
- (iii) **"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;
- (iv) **"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
- (v) **"restrictive practice"** means forming a cartel or arriving at any understanding or arrangement among Applicants with the Licensor will reject a proposal for award of work if he determines that the Bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

27.2 Licensor will declare a Bidder ineligible to participate in any tender or RFP issued by it, either indefinitely or 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.

28. LICENSE PERIOD

The validity of the license shall be for a period of 12 (twelve) years, extendable by 03 (three) more years on same terms and conditions with mutual consent from the date of actual deployment of each HMCs in DPA.

29. 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 without the prior approval of DPA in relation to any work under taken by him in the Port premises.

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

31. DEVIATIONS

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that bidder shall submit the bid in accordance with the Tender documents. Duly signed with seal & stamp **Section-VI** shall be submitted with the tender document with **no-deviation**. Any deviation from the tender conditions shall be liable for rejection of the bid.

32. 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.

33. 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.

34. PRE-BID MEETING

The bidder or his official representative may attend pre-bid meeting to be held at 15:30 hrs. on __/10/2025 in the New Board Room, A O Bldg., Deendayal Port Authority, Gandhidham. The bidders / representative of bidders who wish to attend the Pre-Bid meeting shall furnish the authority letter on the letter head of Bidder, for attending the Pre-Bid Meeting on behalf of bidder at the time of Pre-Bid Meeting.

35. 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.

36. SIGNING OF INTEGRITY PACT:

The bidder has to execute Integrity Pact agreement with Deendayal Part 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.),

Dr. Gopal Dhawan, Ex.CMD, MECL Qrs. No. 5/9, Unit-9,

Bhoi Nagar,
Bhubaneswar – 751022
Mobile No. 9437002530
E-mail: amiyaifs@gmail.com

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:

- (i) 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;
- (ii) 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.
- (iii) 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.

**Seal and signature
of the bidder**

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

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

GENERAL CONDITIONS

1. Definitions

In the Contract (as hereinafter defined) the definition of the following words and expressions shall have the meanings hereby assigned to them except where the context otherwise requires:

- a. **"Employer"** means Board of Authorities of Deendayal Port, a body corporate under the Major Port Authorities Act.2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **"Contractor"** means the person or persons, contractor, corporation or company whose tender has been accepted by the employer and includes the Contractor'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, Contract Agreement and the work order.
- d. **"SoR Rates"** means the Scale of rates as ceiling rates per tonne for various cargo for HMCs declared by Deendayal Port Authority.
- e. **"Specifications"** means the specification referred to in the tender documents and any modifications thereof or additions thereto or amendments thereto as maybe from time to time be furnished or approved in writing by the employer.
- 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 contractor 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. The **"Drawings"** shall mean the drawings, issued with the specification which will ordinarily be identified by being signed by the Chief Mechanical Engineer and any further drawing submitted by the contractor with his tender and duly signed by him and accepted or approved by the Chief Mechanical Engineer and all other drawings supplied or furnished by the contractors or by the Chief Mechanical Engineer in accordance with these contract conditions.
- k. **"Trials" and "Tests"** shall mean such trials and tests as are provided for in these conditions of contract and described in the specification and shall include all other tests to be carried

out as per the requirement of the 'employer'.

- l. **"Approved" or "Approval"** shall mean approval in writing.
- m. **"Engineer-in-charge/Nodal officer"** shall mean any officer/Engineer authorized by Chief Mechanical Engineer for purpose of this contract.
- n. **"Day"** means calendar days, **"months"** are calendar months.
- o. **"Equipment"** is the contractor's machinery and vehicles brought temporarily to the site to construct the works.
- p. **"Material"** is all supplies, including consumables, used by the contractor for incorporation in the works.
- q. **"Plant"** is any integral part of the works which is to have mechanical, electrical, electronic or chemical or biological function.
- r. **"Licensor/licensor"** means Board of Deendayal Port Authority, a body corporate under the Major Port Authority Act. 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- s. **"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.
- t. **"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.
- u. **"Traffic Manager"** shall mean the Traffic Manager of Deendayal Port Authority.
- v. **"Chief Mechanical Engineer"** shall mean the Chief Mechanical Engineer of Deendayal Port Authority.
- w. **"Work" or "Works"** shall mean the whole of the plant and materials to be provided and work to be done executed or carried out by the licensee under contract.
- x. 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.
- y. The **"Schedule"** shall mean the schedule or Schedules attached to the specifications.
- z. **"Approved" or "Approval"** shall mean approval in writing.
- aa. **"Month"** shall mean English Calendar Month.
- bb. **"Engineer-in-charge"** shall mean any officer/Engineer authorized by Traffic Manager/Chief Mechanical Engineer for purpose of this contract.

- cc. **"Operation-in-charge"** shall mean any officer authorized by Traffic Manager for the purpose of Contract.
- dd. **"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.
- ee. **"DPA"** shall mean Deendayal Port Authority.
- ff. **"%"** shall mean percentage.
- gg. **"Successful deployment"** shall mean that the HMC has been deployed/redeploy, accepted by DPA and ready for operation meeting after meeting the requirement of this tender.

2. Use of Contract Document:

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

3. Change Orders :

At any time during the execution of the contract, by a written notice to the Contractor, changes may be made in the general scope of contract. The Engineer In-charge (EIC), with due approval of competent authority, may make any changes in the quality and/or quantity of the work or any part thereof that may, in his opinion, be necessary and for that purpose the Engineer In-charge shall have the power to order the Contractor to do and the Contractor shall do any of the following:

- i. Increase or decrease or split the quantity of work included in the contract,
- ii. Omit any such work,
- iii. Change the character, quality or kind of any such work,
- iv. Change the dimensions of any such work,
- v. Change in Location
- vi. Execute additional work of any kind necessary for completion of the work under the contract, and no such change shall in any way vitiate or invalidate the contract but the cost, if any, arising out of all such changes shall be taken into account in ascertaining the total amount of the contract price. Where the rate is available in the contract and the same is applicable to the additional work, in the opinion of the EIC, the cost of the additional work shall be determined as per this available rate. But, if the rate for additional work is not available in the contract, the same shall be determined by the EIC taking into account the market rate and labour cost at the site for similar works and shall be final.
- vii. Deviations from the specifications as contained in the tender agreement including the make / model, shall not be accepted. In case of any such deviation, payment shall not be made for that part of the work / item, even if it is meeting the functional requirements and has been accepted by the purchaser. The payment for such portion of the work / item can only be released if the contractor makes good the deviations before the expiry of the warranty period so as to meet the specifications of the tender agreement in all respects.

4. Resolution of Dispute:

- a) The Board and the Contractor/ Licensee shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract

to the Chairman, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

- b) Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairman, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

5. Force Majeure:

- a. In the event that the Contractor / Licensee is delayed in performing its obligations in the contract, and such delay is caused by force majeure including war, civil resurrection, strikes (other than the strike solely by the Contractor's men), fire, flood, epidemics, earthquakes, extremely adverse climatic conditions, such delay may be excused and the period of such delay may be added to the time of performance of the obligations without any addition to the contract price.
- b. If a force majeure situation arises, the Contractor / Licensee shall promptly notify the Board in writing of such condition and the cause thereof, but not later than 7 days from its occurrence. Unless otherwise directed by the Board in writing, the Contractor shall continue to perform its obligations under the contract as far as reasonably practicable. The Contractor/ Licensee shall demonstrate to the Board's satisfaction that it has used its best endeavor to avoid or overcome such causes of delay and the parties will mutually agree upon remedies to mitigate or overcome such causes of delay without having any right to any claim on account of such force majeure.
- c. In any other situation, which is beyond the reasonable control of the Contractor / Licensee in the opinion of the Engineer In-charge, and where the Contractor has promptly notified the Board in writing about such situation, it may be considered as "Force Majeure" situation.

6. 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 revenue share payable to contractor 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 additional amount will be released other than the total revenue share 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.

7. Payment Terms:

All payments shall be made in Indian rupees unless specifically mentioned.

NOTE:

The payment shall be made through RTGS /NEFT, and the Contractor should be furnished following details: -

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.

- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code

g. Accepted for : - NEFT payment or RTGS payment
 Declaration by the party
 I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal
 Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

- (i) No Advance payment will be made.
- (ii) No Minimum Guaranteed Throughput (MGT) shall be given. Cargo handled by each HMCs at the end of each month, shall be calculated & certified by the user department i.e. Traffic Department of DPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification.
- (iii) If the hired HMCs are only used for loading / discharging the entire ship Quantity, then the Final Draught survey quantity will be considered for billing. If the Ship cranes and hired HMCs both are used for loading / discharging cargo, then the figure / reading given by the hired HMCs will be considered for billing purpose. However, this quantity will not be more than the final draught survey qty. If the hired and port owned both HMCs are used for loading / discharging cargo and it is found that there is an excess reading/billing by HMCs, then excess qty will be reduced on pro-rata basis to Final Draught survey quantity.
- (iv) Schedule of Rates (SOR) as per type of cargo shall be collected by DPA and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.
- (v) Rates of DPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. **{The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards}**.
- (vi) There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by DPA for what so ever reason.
- (vii) The contractor should submit the bill every month duly seal and sign along with copy of online payment transaction slip to their employees, payment to the engaged staffs viz., Name of the employee, Net amount credited into bank, name of the Bank and date on which the amount was credited into the bank. The contractor must certify that the payment to the employees provided by him have to be credited to concerned individual bank.
- (viii) Applicable rule for EPF shall be complied by the contractor for their employees and relevant documents shall be submitted to DPA along with monthly bills same shall be verified by TPIA of DPA.

- (ix) The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- (x) The contractor shall note that no interest be payable by the DPA for any delayed Payments unless otherwise stipulated in tender.
- (xi) If applicable, the payment from 2nd bill to pre-final bill, shall be released, subject to the condition that the documentary evidence (copy of paid Challan in Govt. Treasury) of the Welfare Cess @1% of work done or as amended by Statutory Authority from time to time, paid to concerned authority is submitted for the previous bill.

8. Insurance

- (i) All manpower & machines to be posted at Kandla /Gandhidham as instructed by EIC, shall be insured under the Workmen Compensation Act.
- (ii) It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & machines and to ensure that the work is carried out in such a manner that maximum safety to the personnel is assured. The contractor shall follow all precautions as required for safety of workman by ILO regulations, etc.
- (iii) No claim/compensation of whatsoever nature shall be entertained by the DPA for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials or machines. Contractor is required to get insurance for his staff and machines at his own cost.

9. Time is the essence of the contract:

Time is the essence of the contract, and the Contractor shall ensure that deployment of HMCs in DPA shall be within the specified time period in this tender document. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors.

10. Liquidated Damages (Not applicable)

11. Variations:

In case of any variation in Instructions to Bidders (ITB), General Conditions of Contract(GCC) and the Special Conditions of Contract – if any special conditions of contract shall prevail. But in case of any requirement/condition specified in the Scope of Work, it shall prevail over all other conditions.

12. Acceptance (Not Applicable)

13. Guarantee: (Not Applicable)

14. Taxes:

GST: Revenue share quoted by the bidder as % (percentage) shall be excluding GST. GST will be paid as applicable by DPA to the licensee on submission of Tax invoice and after satisfying the requirement as per GST Act.

Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTR 1 so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed input tax credit due to failure on part of the contractor/Serviceprovider/Supplier etc., it will be a financial loss to the DPA and therefore same shall be recovered from the payment/deposit of the contractor/service provider/supplier.

Deduction of Income-Tax:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making

payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

Rate &Tax:

The rates quoted by the contractor shall be deemed to be inclusive of the excise, other taxes, duties etc., but exclusive of the GST (CGST & SGST), which the contractor will have to pay for the performance of the contract. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

15. Deduction:

- a. Deduction of taxes/income tax at source shall be made from the any bill of the Contractor in accordance with the prevailing rules of Govt.
- b. While performing under the contract, the damages caused by the Contractor or his workers to any of the Port Authority property shall be promptly made good by the Contractor at his own cost. In case the Contractor fails to repair/replace the damage, DPA shall have the right to take steps to make good the damages and all the cost on this account shall be recovered from the bills of the Contractor or, any money due to the Contractor from this contract or any other contract or any other transaction. In determination of the damage, the opinion of the Engineer-In-charge (EIC) shall be conclusive.
- c. Any dues arising out of failure on the part of the Contractor to carry out any obligation under the contract shall be deducted from the bills of the Contractor or from any money due to the Contractor from this contract or any other contract.
- d. (- Deleted -)

16. Subcontracts:

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

17. Idle Charges: (-Not applicable-)

18. 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.

19. 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.

20. 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 Engineer-In-Charge/ Officer-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.

21. Watch and ward: (not applicable)

During the execution of the contract, it shall be the responsibility of the Contractor to arrange watch and ward of the work including the raw materials, machine/equipment/system used for the work at his own cost till the date of acceptance of the work by Deendayal Port Authority.

22. Termination:

- a. The Board may, without 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:
- b. If the Licensee fails to commission and commence commercial operation of the cranes within the specified time period including extension, if any.
 - c. 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.
 - d. If the licensee fails to submit fresh performance security in the form acceptable as per Tender 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.
 - e. 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.

23. Arbitration Clause:

- (i) The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- (ii) The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- (iii) Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairman for sole arbitration by himself or by any officer appointed by him.
- (iv) 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.
 - i. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.
- (v) It is also a term of this contract that no person other than the Chairman himself or any officer appointed by him shall act as arbitrator.
- (vi) 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.
- (vii) 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.
- (viii) It is also a term of the contract that if the Contractor does not make any demand for

appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.

- (ix) 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.
- (x) The award of the arbitrator shall be final, conclusive, and binding on all the parties to Contractor.
- (xi) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
- (xii) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (xiii) 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.
- (xiv) 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.
- (xv) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

24. 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.

25. Delegation

The Engineer-in-Charge or his nominee may delegate any of the duties and responsibilities to other people after notifying the Contractor and may cancel any delegation after notifying the Contractor.

26. Personnel

- a. The Contractor shall employ the key personnel named in the Schedule of Key Personnel as referred to in the Contract Data to carry out the functions stated in the Schedule or other personnel approved by the Engineer-in-Charge. The Engineer-in- Charge will approve any proposed replacement of Key personnel only if their qualifications, abilities, and relevant experience are substantially equal or better than those of the personnel listed in the Schedule.
- b. If the Engineer-in-Charge asks the Contractor to remove a person who is a member of the Contractor's staff of his work force stating the reasons, the Contractor shall ensure that the person leaves the Site within seven days and has no further connections with the work in the Contract.

27. Queries about the Technical Data (-Not applicable-)

28. Discoveries

Anything of historical or other interest or of significant value unexpectedly discovered on the site is the property of the employer. The contractor is to notify the employer or his nominee of such discoveries and carry out the instructions of employer or his nominee for dealing with them.

29. Instructions

The contractor shall carry out all instructions of the engineer-in-charge or his nominee which comply with applicable laws where the site is located.

30. Safety

The Contractor shall be responsible for the safety of all activities including but not limited to port properties, assets and equipments, manpower etc. involved for the work under this contract.

31. Correction of Defects

- a. The Engineer-in-Charge or his nominee shall give notice to the Contractor for any defects observed during the operation, test & trials, TPIA observations etc. for the safe and efficient operation of deployed HMCs.
- b. Contractor is liable to rectify the defect as observed by DPA/TPIA for safe and efficient performance of HMCs.
- c. Each defect, breakdown, damages, non-operational period shall be recorded in hard copy register same shall be verified by EIC or his nominee/TPIA on monthly basis. The performance of HMCs shall be verified from this record including performance, availability, utilization. Rectification date and time shall also be clearly indicated by the contractor in the same register, which shall be certified by EIC or his nominee/TPIA.

32. Use of Contract Document:

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

33. Memorandum of Settlement:

The Contractor shall not sign any memorandum of settlement with any agency such as Trade Unions etc. in any form at any level without the prior written permission of the employer in relation to any work undertaken by him in the Port premises.

34. Third Party Inspection:

- i. The Third-Party Inspection Agency (TPIA) shall be arranged by DPA at its own cost.
- ii. Contractor has to intimate DPA for the requirement for TPIA visit. Verification of cargo handled data received from Traffic Department by the contractor for each deployed HMCs shall be verified & certified by TPIA on monthly as well as, as & when required basis.
- iii. Applicable rule for EPF shall be complied by the contractor for their employees and relevant documents shall be submitted to DPA along with monthly bills same shall be verified by TPIA of DPA.
- iv. The Third party shall carry out inspection of work as per tender specification/relevant standard during deployment, re-deployment after overhauling/breakdown/repair, verification of certificates & documents etc. as per the direction of EIC.
- v. The payment of the contractor shall be released after certifying by the third party and copy of the same shall be produced by Contractor for releasing the stage payment as per Payment Terms.
- vi. All performance tests of the HMCs shall be carried out by the statutory bodies as per requirement and certificate shall be verified by TPIA for the entire period of contract.

- vii. The Third Party shall carry out inspection of Staff-profile as per tender conditions & specification.
- viii. The third party agency shall inspect the working of the machines and submit report for any non-confirmative thereof.
- ix. The monthly payment shall be released after certifying by the TPIA for compliance of tender requirements and copy of the same shall be produced by licensee for releasing the monthly payment as per Payment Terms.

35. Engagement of labour:

The contractor shall, unless otherwise provided in the Contract, make his own arrangements for the engagement of all staff and labour, local or other, and for their payment, housing, feeding and transport.

36. Police verification of contract labour

The Contractor who has been awarded the job through Work Order shall furnish necessary Police Clearance Certificate in respect of character and antecedents of all contract labourers engaged by them, before commencing the work at site.

Contractor shall obtain such Police Clearance Certificate from Police available against a nominal fee per Certificate and they will submit this Certificate giving Work Order reference on it, to the Office of the Engineer in Charge of respective Divisions, to be forwarded to Commandant, CISF which our Security Department along with request for issuance of Entry Passes.

The Contractor shall, if required by the Engineer-in-Charge, deliver to the Engineer-in-Charge a return in detail, in such form and at such intervals as the Engineer-in-Charge may prescribe, showing the staff and numbers of the several classes of labour from time to time employed by the Contractor on the Site and such other information as the Engineer-in-Charge may require.

(a) Submission of Labour Reports by Every Fortnight:

The contractor shall submit, by the 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

- 1. The number of laborers employed by him on the work.
- 2. Their working hours.
- 3. The wages paid to them.
- 4. The accidents that occurred during the said fortnight showing the circumstances under which they happened, and the extent of damage and injury caused by them, and
- 5. The number of female workers who have been allowed Maternity Benefit, according to clause 19 F and the amount paid to them, failing which, the Contractor shall be liable to pay to Government a sum not exceeding Rs. 200/- for each default or materially incorrect statement. The decision of the Engineer-in-Charge shall be final in deducting from any bill due to the contractor the amount levied as fine and be binding on the contractor.

- (b)** No labour below 14 Years: No labour below the age of 14 (fourteen) years shall be employed on the work.

37. Registers to be maintained at site:

(i) Site order Book

A site order book is to be maintained by the contractor at the site. The work orders and instructions written in the site order book shall be deemed to have been legally issued to the

contractor shall sign each entry in the site order book as a token of his having seen the same. The site order book shall be property of the Board and shall be handed over to the Engineer-in-charge of the work in good condition on the completion of the work or whenever required by the Engineer-in-charge or his authorized representative.

(ii) Hindrance Register

Every type of hindrance arising during the execution of work should be invariably recorded in the hindrance register. The Hindrance Register is to be maintained by the Engineer in Charge at the site. The contractor shall sign each entry in the hindrance Register as a token of his having seen the same. The Hindrance Register shall be property of the Board.

(iii) Other registers needed to be maintained as per direction of EIC.

38. No damage, hindrance, or interference to the Port activities:

The contractor shall be required to execute the work in such a manner as not to cause any damage, hindrance or interference to the Port activities and the work going on in the area. The contractor shall have to make good the loss at his own cost and risk all damages caused by his workmen to Port property and no extra payment shall be made to him on that account.

39. Tools & Tackles:

All the requirements for executing the work will have to be arranged by the contractor at his own cost. Arrangement for storing the materials, tools etc. will also have to be made by the contractor himself. The employer shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area. Licensor i.e. DPA will not entertain any claim/request/presentation of the Licensee for the entire period of contract.

40. Hot work

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the Tenderer and necessary fire watch permit and No Objection Certificate shall be obtained from the concerned authorities of the port and necessary charges at the scale of rate prevailing in the port at that time shall be paid by the contractor.

41. Indian Dock Safety Regulation

Necessary Indian Dock Safety Regulations for the safety purpose shall be adhered to by the contractor and he will be held responsible for any violation of the same.

42. Valid Electrical Contractor License and Electrical Supervisor Certificate:(- Not Applicable-)

43. Undertaking by the Contractor:

Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, (excluded GST), duties etc. and all incidental charges.

44. Labour License:

The contractor shall have to obtain necessary license from the Assistant Labour Commissioner (Central), Gopalpuri, Kachchh in case he has to engage 10 or more workers on any day during the execution of work or as amended from time to time as statutory requirement.

45. Jurisdiction of courts

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

46. Change in communication address

In case of any change of address / status of the licensee, the same should be promptly notified to the licensor.

47. Contract Agreement:

- (i) 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 mentioned in Section VI for the due and proper fulfillment of the contract within 21 days from the date of Letter of Acceptance
- (ii) Pending preparation and execution of the contract agreement as above, the tender submitted by the Licensee together with CME's letter accepting the tender shall constitute a binding contract between the Board and the Licensee.
- (iii) 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 Acceptance failing which the successful bidder may not be granted license.
 - a. 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/-)
 - b. The Agreement should be submitted in duplicate and the date of execution is to be kept blank.
 - c. Each page of the document is to be signed by the Licensee/ his authorized representative by indicating his full name.
 - d. 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.
 - e. 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.
 - f. The entire agreement should be in type written form/ computer printed form.
 - g. Leaving blanks and insertion of some contents of the agreement with hand writing should be avoided.
 - h. All corrections/ additions made in the agreement are to be initialed.

**Seal and signature
of the bidder**

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

SECTION –III

SPECIAL CONDITIONS OF CONTRACT (SCC)

- 1.** No Minimum Guaranteed Throughput (MGT) shall be given. Cargo handled by each HMCs at the end of each month from the commencement of deployment shall be calculated & certified by the user department i.e. Traffic Department of DPA, which shall be final and bound to the Licensee and accordingly payments shall be released with TPIA verification & certification.
- 2.** For routine maintenance purpose, total of 12 (twelve) days' downtime per year per HMC, will be allowed to the contractor, which may be utilized at single or multiple occasions without any penalty. However, for routine maintenance prior intimation and permission shall be obtained from DPA. Any breakdown of HMC, shall be intimated to DPA immediately and balance downtime may be utilized, for making the HMC good for operational.
- 3.** For Major maintenance purpose, 06 (six) days' downtime per year per HMC, will be allowed to the contractor, which may be utilized at single or multiple occasions without any penalty. Contractor may consume Routine maintenance period and Major maintenance period at one instance or in parts allowed for each crane, it cannot be claimed for more than 18 days in any year for each HMC. Balance days of downtime of routine maintenance and Major maintenance at the end of year shall be lapsed and not to be carried forward. This down time shall be calculated on hourly basis.
For example:
Let's assume, two occasions of down time as 3.8 hrs. and 6.2 hrs.,
Total downtime shall be calculated as total 4+7=11 hrs.
- 4.** TPIA shall be in the scope of DPA, however, contractor has to intimate DPA for the requirement for TPIA visit. Verification of cargo handled data received from Traffic Department by the contractor for each deployed HMCs shall be verified by TPIA on monthly or as & when required basis.
- 5.** HMCs will be booked on common roster basis for utilization of HMC for cargo handling operation in DPA. However, frequent breakdown and out of commission at the time of deployment in roster for use by DPA, roster turn will be lapsed and HMCs turn for operation will go at last in line.
- 6.** Roster will be prepared based on availability of all the Cranes in DPA without any priority. However, DPA reserve the right to allot any Crane to any berth at some special circumstances occasionally. Deployment of Cranes will be under the direction and control of the Traffic Manager and CME, Deendayal Port Authority, which shall be final and bounding without any claim / dispute.
- 7.** Crane(s) deployment will be either for Cargo Jetty 1 to 10 or for Cargo Jetty 13 to 16, considering the Geographical partition by Cargo Jetty no. 11 & 12. However, allotment of Crane(s) will be decided by Traffic Department based on operational requirement only, which shall be bounding undisputedly.
- 8.** Considering the long term contract of 12 years which may be extended by 03 more years at DPA, HMCs deployed may be required to operate on some upcoming new Cargo Jetties or it may require to be shifted/deployed from CJ 1-10 to CJ 13-16 or vice-a-versa, this liability of contractor shall be for one occasion for each five years for each HMCs, which shall be carried forward till end of the contract period at the risk & cost of contractor.

9. LICENSEE'S OBLIGATIONS:

- 9.1 All the operational and maintenance requirement necessary for successful execution of the operation ability of HMC shall be in the scope of the contractor/licensee, including but not limited to accessories, lifting appliances, tools & tackles, man power etc.
- 9.2 It shall be the responsibility of the licensee to ensure that the persons engaged for the work are clear from Security angle. Police NOC is required to be obtained from local policy station. Such NOC needs to be taken every year till expiry of license period. DPA is covered by ISPS code and all the related security concerns are to be taken care by the Licensee.
- 9.3 Licensee shall nominate an authorized Representative through Power of Attorney for carrying out all the transactions with DPA, including day to day operational requirement, maintenance and communication with Licensor.
- 9.4 Licensee shall obtain license from DGFASLI before commencing commercial operation of the cranes and as and when required for the statutory/safety test requirement purposes.
- 9.5 License shall strictly follow all labour related laws and regulations.
- 9.6 Licensee shall strictly follow all applicable Acts & Rules.
- 9.7 Licensee shall pay damage rectification cost for the damage caused to port properties/ under DPA liability due to the fault of operation / maintenance / negligence / other faults.
- 9.8 The licensee shall install and operate the crane at their own risk and cost. The port is not responsible for any type of damages to the HMCs or to their men or machine deployed for operating the cranes at DPA.
- 9.9 The licensee shall take third party insurance as well as cargo / vessel / port structure etc. covering each incidents / acts. The licensee will have option to take comprehensive insurance coverage covering all acts. The licensee is required to take such insurance from the date the crane is brought inside the port area and it's validity should be kept till the completion of license period. The Scope of the insurance shall also cover all the cargo handling workers / staff of Deendayal Port so deployed in the operation during the period of deployment.
- 9.10 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.
- 9.11 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.
- 9.12 The operators / maintenance staff deployed by the licensee shall obtain permission from CISF for entry into port premises as per the prevailing guidelines.
- 9.13 The licensee shall deploy the HMCs for the operation as per the requirement of Traffic Dept., Operational-in-Charge.
- 9.14 The licensee shall confirm 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.
- 9.15 The crane deployed for operations shall be open at all times to the inspection of the licensor or his authorized agents/TPIA or any other statutory agencies.
- 9.16 The Licensee at his own cost shall be solely responsible for the following:
 - (i) 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.
 - (ii) To co-ordinate with outside agencies for obtaining permission / approval
 - (iii) / clearances etc. and with the port users that may be required for the operation.
 - (iv) 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.
 - (v) To keep the work site free from obstructions.
 - (vi) To remove cranes from the berth as and when required by Deendayal Port Authority.

- (vii) GST or any other tax, if any.
- 9.17 Contractor shall maintain all the data on daily basis related with the operation activities for each HMCs with all the details, e.g. names of vessels, total quantity of cargo handled, type of cargoes, etc. and any other statistical reports as directed by the Traffic Department.
- 9.18 The licensee shall deploy and operate the Diesel & Electric (Duo) Powered Mobile Harbour Crane at his own cost. Facility for Power connection will be provided near the jetty by DPA, from where the tapping along with necessary arrangements shall be in the scope of Licensee at their cost. Consumption of Electricity supplied by DPA for HMCs shall be paid by the contractor to DPA, on applicable tariff of DPA. Other requirements of electrical power e.g. office, maintenance activities, etc., shall be provided by DPA, on chargeable basis as per applicable tariff of DPA. However, all the necessary arrangement shall be in the scope of the contractor at their own cost.
- 9.19 In case of non-availability of Electric supply, the HMCs shall be required to be operated on Diesel drive, otherwise the HMCs are liable to be declared as non-operational. Cost towards all the consumable including but not limited to diesel for any operations of HMCs, same shall be arranged by the contractor at their own resources and cost.
- 9.20 The firm shall provide trained and experienced personal for satisfactory crane operations.
- 9.21 The firm shall take comprehensive insurance for its crane(s), operating personnel(s) including Third Party liabilities. All liabilities on account of workmen compensation shall be on account of the contractor.
- 9.22 For safety of crane and personnel(s), crane shall work strictly as per manufacturer's load chart and should adhere to all applicable safety & precautionary measures.
- 9.23 The crane shall be provided with enough operators, helpers, service & maintenance staff to meet the site working conditions round the clock & all other consumables (if any).

10. LICENSOR'S OBLIGATION

- (i) DPA shall provide suitable place for parking of the HMCs, as per the operational area of Jetty and water for HMC purpose free of cost.
- (ii) Prior to arrival of HMC(s), DPA may allocate designated area and hand over the same to the firm, if required by the contractor, for making their containerized (two containers) one office & one stores shall be provided free of cost by DPA for each contractor. During non-operational period of HMC(s), the same shall be parked at the designated parking area safely which shall be provided free of cost by DPA.
- (iii) Administrative support only, for obtaining clearance from any statutory authority, shall be provided by the employer.
- (iv) On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a "Completion Certificate" with the approval of the Chief Mechanical Engineer, on behalf of the employer.
- (v) On successful completion of all the obligations under the contract and on the request of the Licensee, a "Performance Certificate" will be issued by DPA.
- (vi) DPA shall provide necessary administrative assistance for necessary declaration letters & forms, without any financial implication on DPA part, during Mobilization & Demobilization of the crane wherever applicable. Whereas, contractor has to bear all the expenses including towards clearances & certifications.
- (vii) Facility for Power connection will be provided near the jetty by DPA, from where the tapping along with necessary arrangements shall be in the scope of Licensee at their cost.

11. 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. Licensee has to take third party insurance for any uncertain requirement. Licensee shall ensure safe operational

area of HMC by following safe working practices including SoP & checklists of DPA, Dock safety regulations.

12. Freedom to deploy additional Cranes

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

13. Fraudulent documentation by bidders:

Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

14. Penalties:

- (i) The contractor shall deploy all the HMCs within 10 Months of stipulated time period after issuance of LoA. However, in case of delay in deployment of HMCs shall attract penalty of Rs. 3,90,000/- per week or part thereof for delay in deployment of each HMCs, limiting to Rs. 78,00,000/-, i.e. 20 weeks, failing which total performance security deposited shall be forfeited and contract may be terminated for the respective HMCs. The competent Authority of DPA, at its discretion may terminate the contract after 20 weeks of delay in deployment or give extension basis on the justification & facts submitted by the Licensee.
- (ii) In case of non-deployment of HMCs, DPA shall forfeit the Performance Security Deposit against respective HMCs. In case none of the HMCs deployed as per contract conditions awarded to the licensee, DPA shall debar, cancel and ban all type of business activities with the respective Licensee within DPA up to 03 years.
- (iii) In case of shortage in throughput compared with minimum specified as under (as and when amended by DPA, as per SOR/SoP):

Cargo	MTPD (MT per day)
Salt	14,000 MT per day
Iron Ore	13,800 MT per day
Gypsum, MOP, Fertilizer	11,500 MT per day
Coal	13,000 MT per day
Food grains, pet coke, met coke	09,005 MT per day

Shortfall to the above minimum through put to be evaluated on the monthly hourly basis and shall attract penalty of equal amount of loss of revenue to DPA, same shall be recovered from the bills of the Licensee.

For example: HMC no. 1"

Cargo handled in April :

for Salt for 10.7 days

and Coal for 15.2 days

Minimum through put shall be, for Salt $14000 \times 10.7 = 1,49,800$ Ton

and, for Coal $13000 \times 15.2 = 1,97,600$ Ton.

If actual though put achieved by the HMC no. 1 in April:

for Salt = 1,25,000 Ton

and, for Coal = 1,50,000 Ton.

Therefore, shortfall in through put of HMC no. 1 in April:

for Salt = 24,800 ton
and, for Coal = 47,600 ton.

Let's assume, Licensee quoted for their revenue share as 48 % on the SoR for individual cargo and therefore DPA share from the revenue will be 52%.

Let's assume, SoR rates for handling for Salt =Rs. 70/- and for Coal = Rs. 90/-.

Loss in revenue for DPA for Salt = Rs. 24800* (52 % of 70) = Rs. 9,02,720/-,
And loss in revenue for DPA for Coal = Rs. 47600 * (52 % of 90) = Rs. 22,27, 680/-

Therefore, total revenue loss for DPA = 31,30,400/- and same shall be recovered from the bills of the Licensee for the month of April for HMC no.1.

- (iv) In case deployed HMC is getting frequent break down or shortage in throughput and cargo handling operation at DPA is hindered, Licensee is liable to replace the required HMC by new one as re-deployment, within a period of 03 months failing which DPA will forfeit the PSD for that HMC. TPIA of DPA will verify each such occurrence of event and decision of EIC in this regard will be final and bounding.
- (v) It will be the responsibility of the Licensee to operate and maintain the HMC in safe and efficient manner as per prevailing rules, deficiencies in any rule may results in termination of License.
- (vi) Availability of each HMC shall be minimum for 95 % in any month. Reduction in availability for the reasons attributable to the Licensee below 95% in any month (corresponding to no. of days of a particular month) shall attract penalties as under:

Sr. No.	Reduction in availability	Penalty
1	Availability < 95%	Rs. 10,000/- per hour.

SECTION IV

SCOPE OF THE WORK

1. **Broad Scope of Work**

- (a) Commencement of Hiring / License Period: Subject to other provisions of the Order, the revenue share starts from the date, when the crane(s) is deployed and ready for operation, meeting all statutory requirements.
- (b) Deployment of HMCs at Kandla for successful operation to handle the cargo at Kandla including but not limited to, Supply, Installation, Testing, Commissioning, complete Operation and Maintenance etc. of 6 nos. Harbour Mobile Cranes (HMCs) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years extendable by 03 more years on same terms & conditions at DPA, including two types of grabs per crane (one is 30/35 cbm and second one is ≥ 22 cbm).
- (c) It will be required to handle project / ODC Cargo, may be through tandem operation, other than bulk & break bulk cargo.
- (d) De-mobilization of HMCs after clearance from DPA, on completion of contract period from the port area, within 30 days.
- (e) The Licensee shall supply new HMCs for deployment at DPA, **same shall be manufactured within 01 year, before the last date of bid submission.**

2. **Technical Specifications:**

The offered HMC Crane shall meet the following requirements.

Sr. No.	Description of Parameter / Feature	Details / Requirement	
1.	Number of Crane Required	06 nos. New Harbour Mobile Cranes (HMCs)	
2.	Duration of Hiring	For a period of 12 years (extendable by 03 more years on same terms & conditions) on satisfactory performance.	
3.	Vessels to be Handled	Panamax / New Panamax / Baby cape / Cape/ others	
4.	Lifting capacity of HMC	Capacity of 100MT or above	
5.	Uniform load distribution	The berth is designed for live load of 5 MT/m2. However the pad sizes should not be less than 6 x 2 mtrs.	
6.	Outreach	Min. 45 Mtrs.	
7.	Mode of operation	Diesel + Electrical (Duo)	
8.	Grabs - 2 Nos. per each crane (one is 30/35 cbm and second one is ≥ 22 cbm)	Suitable for handling Salt, Soya Bean, wheat, sugar, Urea, MOP, Sulphur, RSM, clay, scrap, coal ,coke, Project, ODC etc.	
9	Minimum Average per day as per SOR of DPA (as and when amended)	Presently as per berthing policy, per day cargo handling norms set by port for these cargoes are as under, (however same may be amended as and when required basis by DPA):	
		Cargo	MTPD (MT per day)
		Salt	14,000 MT per day
		Iron Ore	13,800 MT per day

		Gypsum, MOP, Fertilizer	11,500 MT per day	
		Coal	13,000 MT per day	
		Food grains, pet coke, met coke	09,005 MT per day	
9.	Crane Operability	DGFASLI authorized competent person's certification along with OEM Certification on operational performance and safety compliance regarding reliable operation during O &M.		

3. **Operational Requirement:**

Sr. No.	Description of Parameter / Feature	Details / Requirement
1.	Working Days	All days in a month including Sundays & National Holidays.
2.	HMC Cranes	Valid statutory certificates in proof of completed statutory survey requirements
3.	Operational team along with Crane	As per requirements for operation & maintenance for 3 shift operation
4.	Formality related to Gate entry permits / passes	In scope of Licensee

4. **Load Test:**

The load test should be carried out before putting HMCs into operation or ready to use. The load for the load test shall be arranged by the firm at their own cost. Load testing for initial (and subsequent, if any) HMC crane shall be certified by an authorized third-party inspection agency (TPIA) and DGFASLI authorized competent person and cost towards engagement of DGFASLI authorized competent personal will be in scope of Licensee. The quoted Prices of the firm shall be deemed to include load testing of the crane as required to establish the lifting capacity of the crane. Moreover, supporting Cranes, equipment, consumables and tools & tackles required for assembly and de-assembly of cranes is in the scope of the Licensee.

5. **Movement of HMC Crane:**

Movement of HMC Crane within berths at cargo jetty area of DPA will be carried out as per requirement of DPA. The movement period is to be considered as hiring period and log sheet to be signed accordingly.

6. The HMCs shall be provided with a weight meter, which shall be calibrated once in every 6 months. The calibration certificate shall be submitted to the Superintending Engineer (Electrical) for verification. The Licensee shall maintain proper records of the weightometer readings, which shall be submitted along with the monthly statement for the verification of DPA.
7. After issuance of LoA within 30 days, Licensee shall submit and share email & hard copy as proof for placement of order for new HMCs awarded to Licensee or shall submit the same if order already placed. In any case HMCs shall be deployed new only either own or hired. In case of hired, a documentary proof for the hiring agreement shall be submitted to DPA.
8. The possession and effective control, at all the times, of the crane(s) shall be of the Licensee only. Operation of the Crane should be handled exclusively by the trained persons appointed by the firm.

**Seal and signature
of the bidder**

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

SECTION-V**SCHEDULE -B****PRICE BID**

Description	Quote for Revenue Share in % (percent) of SOR rates. (i.e. % of Share demanded from SoR rates as on the date of "Submission of the Bid")	No. of HMCs for which license is sought.
Grant of License for Hiring of Harbour Mobile Crane(s) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years extendable by 3 years at DPA.	_____ %	_____

Note:

- (1) Schedule of Rates (SOR) as per type of cargo shall be collected by DPA and quoted % of SoR as demanded by the bidder/licensee as revenue share for the respective cargo shall be shared accordingly.
- (2) Rates of DPA SOR prevailing at the time of last date of submission of the bid shall be considered for First year of the contract for each type of cargo. From second year onwards 2 (two) % escalation per annum on the previous year shall be taken for calculation for revenue share for respective cargo. Escalation as above shall be applicable for entire contract period including extension period. **{The 2 (two) % escalation effect is cumulative irrespective of revision in SOR rates upward/downwards}**.
- (3) There will not be any escalation other than 2% as mentioned in the contract, any representation / claim shall not be entertained by DPA for what so ever reason.
- (4) I/We accept to pay GST as applicable from time to time.
- (5) I/We hereby certify that I/We have examined and am/are satisfied that they are accurate and agree to abide by all these terms and conditions laid therein.

**Seal and signature
Of the bidder**

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

Section VI

Form-1

DEENDAYALPORTAUTHORITY

FORM OF AGREEMENT (FOR EXECUTION OF WORK)

(to be executed on Rs.300-non-judicial stamp paper)

[the successful bidder shall fill in this form in Accordance with the instructions indicated]

This agreement made of this _____ day of _____ Two Thousand Twenty-five between the Board of Deendayal Port Authority, a body corporate under Major Port Authorities Act, 2021 have its registered office at 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 all the partners if a partnership with all their address) hereinafter called the 'Licensee' which expression shall unless excluded by or repugnant to the context be deemed to include his / their heirs, executors, administration, representatives and assignees or successors in office of the other part.

WHEREAS the Board is desirous to carrying out the work of _____ and whereas the Licensee has offered to execute and complete such work.

WHEREAS the Licensee has deposited a sum of Rs. _____ (Rupees only) as security deposit in the form of Online Digital Transfer or FDR or in form of Bank Guarantee or Insurance surety bond for the due fulfilment of all the conditions of the contract.

NOW THIS AGREEMENT WITHINNESS AS FOLLOWS:

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
 - i) Notice inviting tender.
 - ii) Instruction to Bidders
 - iii) General Condition of License
 - iv) Scope of Work
 - v) Tender submitted by the Licensee, including Section I to VIII of tender document.
 - vi) The schedule items of work with quantities and rates.
 - vii) Any correspondence made between the Suptd. Engineer and the Licensee after opening of the Cover-I -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 i.e. 'Cover-I'
 - ix) Bank Guarantee for security deposit.
1. The Licensee hereby covenants with the Board to complete the work of _____ in conformity in all respects, with the provisions of the contract.
2. The Board hereby covenants to pay the Licensee in consideration of such completion of the works, the contract price of Rs. _____ (Rupees only) at the time and in the manner prescribed of the contract.

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

Witness

1. Name & Address _____
Signature of Licensee & Seal

2. Name & Address _____ Seal

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

1. _____

2. _____

(Chief Mechanical Engineer)
Deendayal Port Authority

The common seal of the Board of Authorities of the Port of affixed in the presence of:

(Secretary)
Deendayal Port Authority

<p align="center">SPECIMEN BANK GUARANTEE FOR PERFORMANCE GUARANTEE / SECURITY DEPOSIT</p>

(To be executed on Rs. 300/- non-judicial Stamp Paper & to be submitted after entering by issuing Branch in their online system for generating Bank Guarantee in SFMS Mode)

To,

The Board of Authorities of the Port of Kandla, Deendayal Port Authority
A.O. Building, P.O. Box No.50, Gandhidham -Kutch.

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 Lodgment 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)."

10. (i) Name of Beneficiary's Bank is State Bank of India, Gandhidham.

(ii) IFSC No. of Beneficiary's Bank is SBIN0060239.

(iii) Bank Account No. of Beneficiary is 10316591671.

Date _____ day of _____ 20

For (Name of Bank) (Name) Signature

SPECIMEN FORMAT FOR DECLARATION

(To be executed on bidder's letter head)

To

(Project Title)

Ref:

Sir,

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 Employer may invite us to participate in due time for the opening of Price bid of the 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 contractor 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 documents and supplementary information required for the pre-qualification evaluation.
- (e) We also state that no changes have been made by us in the downloaded tender formats and understand that in the event of any discrepancies observed, the tender hoisted on website of (n) procure is full and final for all legal/contractual obligations.
- (f) We also declare that, our contractor has not been banned / de-listed by any government or PSUs.
- (g) We also give an undertaking that, we 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 PC Act in connection with the bid.

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

Bidder is requested to refer the relevant Tender conditions along with clause no. 31 under Section-I, for submission of bid without any deviation. Bidder shall certify that there is no deviation to the standard tender conditions and document.

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation
<p>----- Nil -----</p>			

I/We hereby certify that there is no deviation made in the standard 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)
दीनदयाल पत्तन प्राधिकरण
Superintending Engineer (Elect)
(Office Seal)
Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature & Witness:

(Name & Address)

Himmat G. Malcharya
Room No 211 Nirmalan bldg
New Isanahar

Signature & Witness:

(Name & Address)

Ast. Executive Engineer (M)
Place : Gandhidham
Mech. Engg. Deptt.
Date : Deendayal Port Authority

"Note: The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per the agreement enclosed). 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:

1. Shri Amiya Kumar Mohapatra, IFoS (Retd.)
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar -751 022
Mobile No. 9437002530
Email: amiyaiifs@gmail.com

2. Dr. Gopal Dhawan, Ex-CMD, MECL
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area
Greater Noida Gautam Budh Nagar
Uttar Pradesh -201 315
Mobile No. 8007771467
Email: 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

EVIDENCE TOWARDS SITE VISIT

I, Shri _____ authorized representative of M/s. _____ (Authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on ___ with DPA representative, Shri _____ (Designation) for the work of "Hiring of 06 (Six) Nos. Harbour Mobile Cranes (HMCs) of 100 MT or above capacity on Revenue sharing basis for a period of 12 years at DPA" and inspected the site and other issues related to tender to my satisfaction.

Name, Signature and Seal of the Bidder	Name, Designation and Signature of DPA representative who assisted bidder during the visit	Name, Signature and Seal of Suptd. Engineer (Electrical)

TENDER INFORMATION FORM

[The Tenderer shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date: [insert date (as day, month, and year) of Tender Submission]

Tender No.: [insert number of Tendering process]

Page of pages

1. Tenderer's Legal Name <i>[insert Tenderer's legal name]</i>
2. In case of JV, legal name of each party: <i>[insert legal name of each party in JV]</i>
3. Tenderer's actual or intended Country of Registration: <i>[insert actual or intended Country of Registration along with Registration Details]</i>
4. Tenderer's Year of Registration: <i>[insert Tenderer's year of registration]</i>
5. Tenderer's Legal Address in Country of Registration: <i>[insert Tenderer's legal address in country of registration]</i>
6. Tenderer's Authorized Representative Information Name: <i>[insert Authorized Representative's name]</i> Address: <i>[insert Authorized Representative's Address]</i> Telephone/Fax numbers: <i>[insert Authorized Representative's telephone/fax numbers]</i> <u>Email Address: <i>[insert Authorized Representative's email address]</i></u>
7. Attached are copies of original documents of: <i>[check the box(es) of the attached original documents]</i> <input type="checkbox"/> Articles of Incorporation or Registration of firm named in 1, above, in accordance with ITT. <input type="checkbox"/> In case of JV, letter of intent to form JV or JV agreement, in accordance with ITT. <input type="checkbox"/> In case of government owned entity from India, documents establishing legal and financial autonomy and compliance with commercial law, in accordance with ITT. <input type="checkbox"/> <u>PAN NUMBER</u> <input type="checkbox"/> <u>GST Registration Number</u>

PROFORMA OF JOINT VENTURE/CONSORTIUM AGREEMENT

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture / Consortium Agreement is made and entered into on this..... day of2025 by and between (i) M/s. (Name of the firm to be filled-in)....., (ii) M/s.....(Name of the firm to be filled-in,), primarily for the work under the Deendayal Port AUTHORITY.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium'.

1. Formation of Joint Venture/Consortium

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....

.....(Details of the works undertaken by the party)

(ii)M/s..... (Name of the firm to be filled in) is engaged i..... (Details of the works undertaken by the party)

(iii)

1.2. On behalf of Board of AUTHORITY of Deendayal Port (hereinafter referred to as —Employerll), the Chief Mechanical Engineer, DEENDAYAL Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work.....

1.

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Deendayal Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4 The Joint Venture/Consortium will be known as..... (.....Name of JV to be filled in.....)and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), , parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

- 1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.
- 1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.
- 1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.
- 1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in) and the Contract shall be signed by legally authorized signatories of all the parties.
- 1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.
- 1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) -

(ii) M/s..... (Name of the partner to be filled-in) -

(iii)

- 1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:
 - a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.
 - b) (.....Name of Partner to be filled-in) shall carry out the following works
 - c) (.....Name of Partner to be filled-in.....) shall carry out the following works
 - d)
- 1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.
- 1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.
- 1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of Deendayal for the performance of the contract.
- 1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for

non-performance of the whole contract irrespective of their demarcation or share of work.

- 1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.
- 1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.
- 1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.
- 1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.
- 1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.
- 1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Deendayal Port AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of.....2025

(i) Signature Name
Designation seal & Common
seal of the firm

(ii) Signature Name
Designation seal &
Common seal of the firm

Witness1

Witness2

PROFORMA OF POWER- OF-ATTORNEY FOR LEAD MEMBER OF JV/ CONSORTIUM
(To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this day of ...(month) of 2022, we, (i) (.....Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),hereby jointly authorize and agree the Lead Partner, M/s (.....Name of the lead partner to be filled in.....), (a) to submit bid , negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

FORMAT FOR DETAILS OF CONSORTIUM MEMBERS.

1. Details of the Firm				
Firm's Name, Address and Telephone				
Name and Telephone No. of the Contact Person				
Fields of Expertise				
Nature of Experience (no. of years, expertise)				
2. Services that are proposed to be sub contracted:				
3. Person who will lead the Member* Name: Designation: Telephone No: Email:				
4. Details of Firm's previous experience				
Project and Location	Name, address and telephone no. of Client	Scope	Duration (Start Date-completion Date)	Status
1. 2. 3. 4. 5. 6.				

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....
KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....
(address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of
Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which
payment well and truly to be made to the said Employer, the Surety binds itself, its successors and
assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.
2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.
 - (a) fails or refuses to sign the Contract Agreement when required, or
 - (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company in the capacity of

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.
Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EARNEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duly signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sign. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.
5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Act amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No)

(Name of the Contract)

To:

The Board of Authorities of
the Port of Kandla, Deendayal Port Authority A.O. Building,
P.O. Box No. 50,
Gandhidham – Kutch.

Dear Sirs, Date.....

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (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 of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s [Contractor's Name] with its Registered/Head Office at (hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. dated..... and the same having been acknowledged by the Contractor, for [Contract sum in figures and words] for [Name of the work] and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to(*)of the said value of the aforesaid work under the Contract to the Employer.

We[Name & Address of the Insurance Company] ..'..... having its Head Office at (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of (*) as aforesaid at any time upto (@) [days/month/year] without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till [days/month/year] whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the (name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

- i) Our liability under this Insurance Surety Bond shall not exceed(*).....
- ii) This Insurance Surety Bond shall be valid up to(+)......
- iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before@.....

Dated thisday of 20..... at.....

WITNESS

Signed for and on behalf of the Insurance
Company

1. (Signature)

..... (Signature)

..... (Name)

..... (Name)

Notes:

1. (*) This sum shall be Five percent (5%) of the accepted tender value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

(@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

(+) This date will be the date of issue of defect liability Certificate.
2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company. In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.
However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.
3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.
4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

SECTION VII

(1) SOR applicable for Break Bulk cargo:

Extra No. 149



सत्यमेव जयते

The Gujarat Government Gazette

EXTRAORDINARY

PUBLISHED BY AUTHORITY

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Separate paging is given to this Part in order that it may be filed as a Separate Compilation.

PART IV-C

Statutory Rules and Orders (Other than those published in Parts I, I-A and I-L)
made by Statutory Authorities other than the Government of Gujarat
including those made by the Government of India, the High Courts, the
Director of Municipalities, the Commissioner of Police, the Director of
Prohibition and Excise, the District Magistrates and the Election
Commission, Election Tribunals, Returning Officers and other
authorities under the Election Commission.

DEENDAYAL PORT AUTHORITY

Gandhidham, Kutch, 21st December, 2022

SCALE OF RATES

No. FA/COST/1201-(SOR) :- In exercise of the powers conferred by Sub Section (1) of Section 27 of the Major Port Authorities Act, 2021 and as per Clause 4.7 of Tariff Policy for Major Port Authorities 2021, the Board of Deendayal Port Authority, hereby notifies, the Revised Scale of Rates of Deendayal Port Authority placed as Annexure – A.

The above Scale of Rate shall come into force after expiry of 30 days from the date of notification in the official Gazette and shall remain valid for 3 years from the effective date of implementation, subject to annual indexation as mentioned in clause 2.8 of Tariff Policy for Major Port Authorities 2021.

C. HARICHANDRAN,
Secretary,
Deendayal Port Authority.

7. For tandem operations, same type / model of HMCs must be paired / booked for utmost synchronization and safe cargo handling operations.
8. In case dispute on the performance of the HMCs, the decision of the port will be final and binding.

11.. Charges for use of Harbour Mobile Crane (HMC) of 120T capacity:

A.

(Amount in Rs.)

Description	Coastal	Foreign
Hire Charges (per hr)	25152.00	41920.00

Notes:

1. The hire charges will commence from the time of dispatch of the equipment, subject to maximum transit time of 60 minutes, provided the equipment so dispatched is made available for operation at work site.
2. The period of detention on each occasion for 30 minutes & above on account of breakdown of equipment & withdrawal of the equipment by the port for its own work during the period of requisition will be excluded for computation of the period of hire.
3. For booking of HMC(s) in 2nd shifts of working day, the requisition along with proof of payment of Booking charge must be deposited 03 hours prior to the commencement of shift. For booking of HMC(s) in 1st&3rd shift, the requisition along with proof of payment of Booking charge and advance payment must be deposited before 14:30 hours of Working day. In case of late submission of the requisition the equipment will be provided subject to availability of staff and equipment (s).
4. The cranes and equipment (s) are supplied on the condition that the Port shall not take any responsibility for any loss or damage to life or property at any stage which may occur or result out of use of equipment owing to any reason and that the liability of such loss / damage shall rest with the user / hirer of the equipment. The users will be solely responsible for damages to equipment and Port property that may occur or result during the working of equipment as per requisition on account of any reason such as overloading of crane under coaming improper slinging of cargo etc. The parties shall make good of the damages (fair wear & tear except) and pay the Port all cost for repairing of damage and replacement actually incurred.
5. The parties are allowed to cancel the equipment before or after it is supplied to them as per the requisition by giving one hour notice.
6. Booking charges of Rs. 60,000.00 per crane is required to be paid. In case of cancellation of booking by the user for the reason not attributable to DPA, only 50% of the booking charges will be refunded. In case of non-utilization of crane, no refund will be given. In case cancellation of booking by DPA due to reasons attributable to DPA, full amount of refund of booking charges will be made. Booking charges will be adjusted against the actual billing. Booking charges will not carry any interest.
7. For tandem operations, same type / model of HMCs must be paired / booked for utmost synchronization and safe cargo handling operations.
8. In case dispute on the performance of the HMCs, the decision of the port will be final and binding.


B As Operation & Maintenance Contract for existing two nos of 120 ton HMC crane has been given on per ton basis, Hence till the validity of that contract, per ton rate as per existing practice will be charged for existing two nos of HMC crane as under.

(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.

(2) **SOR applicable for dry cargo:**




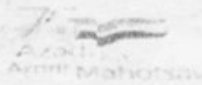


दीनदयाल पत्तन प्राधिकरण

(आईएसओ 9001:2008 एवं आईएसओ 14001:2004 प्रमाणित पोर्ट)

DEENDAYAL PORT AUTHORITY

(AN ISO 9001:2008 & ISO 14001:2004 CERTIFIED PORT)

यातायात प्रबंधक का कार्यालय, दीनदयाल पत्तन प्राधिकरण, श्रमदीप बिल्डिंग, नया कंडला, कच्छ (370210)



No. Traffic/Traffic/426/Tradepromotion/2023/531

Date: 29.07.2025

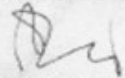
TRADE NOTICE

In supersession of the earlier Trade Notice No. Traffic/Traffic/Tradepromotion/426/2023/236 dated 11.04.2025, the Competent Authority has approved the fixed revised base rate, for each commodity, as a crane hire charges for handling cargo through Port Owned HMC cranes, as under-

Sr.No.	Types of Cargo	Coastal (Rs./MT)	Foreign (Rs./MT)
1	For Shredded Scrap	81.39	135.62
2	For Thermal Coal, Pet Coke	76.73	76.73
3	For Heavy Melted Scrap (HMS)	161.40	268.99
4	For Food grains, Met Coke	75.36	125.60
5	For Salt	43.76	72.93
6	For Iron Ore	71.76	71.76
7	For Gypsum, MOP, Fertilizer (DAP+ urea)	54.29	90.48
8	for Other Bulk Cargo	50.23	83.74
9	Rate for all dry bulk cargo 60 MT	25.58	42.67

The above rates will come into effect on and from the date of issuance of this Circular.

All Port Users and Trade Associations are hereby advised to take due note of the same.


TRAFFIC MANAGER
DEENDAYAL PORT AUTHORITY

To,
All Port Users/Trade Associations

Copy to-

1. Sr.PS to Chairman....for kind information of Chairman please.
2. PS to Dy.Chairman....for kind information of Dy.Chairman please.
3. Secretary, FA&CAO, CE, DC, CME....for kind information please.
4. Sr.DTM/Sr.ATM/All ATMs/ADR....for information please.
5. EDP Section....kindly circulate on website.

(3) SOP for finalizing crane operation hours and throughput / output calculation:

Deendayal Port Authority

Office of the Electrical Division,
Ground Floor,
Port and Customs Building,
New Kandla
Dated: .03.2022.

No. EL/AC/2013/ 1027

CIRCULAR

The Chairman has approved the following Standard Operating Procedure in respect of hiring of mobile harbour cranes of 60 T and 120 T as detailed below for immediate implementation :

(1) The formula for calculation of average berth-day output :

$$\frac{\text{Total quantity loaded/unloaded by HMC} \times 24}{\text{Net time taken by crane for handling of cargo}}$$

(2) Calculation of average berth-day output is to be calculated as illustrated below :

Total quantity handled by port cranes	24298 MT
Gross hours of crane operation	60 hrs.
Net crane operation hours	60 - (total hours of column no. 2 of Table A)
<u>Total quantity loaded/unloaded by HMC * 24</u> 60 - (Column. No. 2 of Table A)	

(3) Standing operating procedure in respect of different department carrying out the cargo handling operation through all types of port cranes

Traffic Department	Mechanical Engineering Department
Intimation to CME Deptt. for booking of cranes alongwith type of grabs with panel no. of berth before 01 hour of actual requirement after deposit of booking charges and advance payment by port user.	Supply of functioning crane, grabs along with operator.
Recovery of booking charges and advance payment from the port user before intimating to CME Deptt. about the requirement of crane by the port user.	Detailed record of detention for column no. 3 of Table - A under the signature of XEN (M)
Detailed record of detention for column no. 1 and 2 of Table - A under the signature of concerned ATM. (except fueling of crane and delay in posting of staff of CME Deptt.)	Intimation of quantity of cargo based on the load meter of the crane. Stoppage due to fueling of crane. Delay in posting of CME deptt.
Determination of final quantity of the cargo handled by the crane for the purpose of recovery of crane hire charges under the signature of concerned ATM	In case of malfunctioning/non-availability of the load meter, the details of loading/unloading of the cargo manually maintained by CME Deptt. as per para no. 4 under the signature of XEN (M)
	Time consumed for plate setting, if required, at the time of change in hatch.

(4) Booking charges will be adjusted against actual billing or refunded only after submission of Form -16 towards TDS deducted by the port user from the advance payment.

(5) The crane detention is to be considered as detailed below

TABLE - A

On Port account	On Port users account	On crane operator account, if it is out sourced
1	2	3
Shifting of vessel due to port convenience as defined in the Scale of Rates	Stoppage of work due to non evacuation/dumping of cargo from berth	Initial plate setting time
	Stoppage of work due to non availability of cargo for handling	Grab change time
	Collection of scattered cargo at berth/hatch	Break down time
	Shifting of vessel from one berth to another berth which is not at port convenience but on vessel owner/agent account	Crane operator change time for any reason.
		Initial travelling time of crane as crane is operated by the contractor
Due to weather constraint as declared by DPT	Draft survey of vessel	Travelling time of crane when crane is to be replaced due to break down which is attributable to crane operator when the crane operator is also looking after AMC.
Due to fuel filling in cranes	Stoppage of operation by user due to any reason not attributable to DPT/crane operator.	
Due to any written instruction for stoppage of crane operation by DPT	For change in hatches, the time taken for shifting of cranes.	
Delay in posting of DPT staff	Delay due to any operational issue in vessel	
Time consumed for plate setting, if required, at the time of change in hatch.	Change in required location of crane after initial booking intimation.	
Note: In case the crane is operated by the employees of DPT, the event of detention mentioned at column 3 will be on DPT account. The event will be time to time updated by DPT.		

(6) The Berth-day output of the port crane will be ascertained on the basis of the quantity recorded by the crane load meter. In case of reported malfunctioning/non-availability of the crane load meter as declared by XEN (M), the details of loading/unloading of the cargo will be manually maintained by CME deptt. And it will be considered for the limited purpose of determining quantity of cargo handled by the respective crane for levying crane hire charges. In such cases, the quantity of cargo manually maintained by CME Deptt, is varying from IGM (in case of import) and Mate receipt (in case of export) issued by the Master of Vessel, the higher

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quantity of the cargo will be considered for limited purpose of bill for crane hire charges. Moreover, in order to ascertain the correctness of loading figure of DPT crane, ship surveyor report is to be referred in case of exclusive engagement of DPT crane.

Authority:

Approved by the Chairman vide note no. 6 dated 08.03.2022

In file no. EL/AC/2013.

Deendayal Port Authority

TM/CDC Section/ Cost Section/HM Office

SE (E)

11/3/2022

SECTION VIII

- (1) Cargo handling statistics at DPA: <https://www.deendayalport.gov.in/wp-content/uploads/2025/04/Traffic-Handled-by-DPA-during-Last-10-Years-2.pdf>
- (2) Available cargo handling infrastructure owned by Port and Berth occupancy are available in Administrative Report: <https://www.deendayalport.gov.in/en/downloads/reports/>