

# DEENDAYAL PORT AUTHORITY

(AN ISO 9001 : 2015 & ISO 14001 : 2004 CERTIFIED PORT)



## MECHANICAL ENGINEERING DEPARTMENT

### ELECTRICAL DIVISION

**TENDER NO. EL/WK/2826**

### TENDER FOR

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

Superintending Engineer(E)  
Electrical Division  
Deendayal Port Authority  
Ground Floor,  
Port & Custom Building,  
New Kandla – 370 210.  
Phone No. (02836) 270352  
E-mail – [see@deendayalport.gov.in](mailto:see@deendayalport.gov.in)

## **CONTENTS OF TENDER DOCUMENT**

- **Bid Reference No. EL/WK/2826**
- **NIT : Invitation for Bids**
- **SECTION I : Instruction to Bidders**
- **SECTION II : General Conditions of Contract**
- **SECTION III : Special Conditions of Contract**
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**DEENDAYAL PORT AUTHORITY****TENDER NOTICE NO.EL/WK/2826**

Supdt. Engineer (Elec.), DPA, New Kandla. Phone 02836-282609/270342 invites tender in Online E-tendering system for the work of "**Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years**" Estimated Cost ₹ 4,69,88, 000/- .EMD: ₹ 469880/- and Tender Fee: ₹ 5,900/- (including GST) through online transfer in Punjab National Bank, Kandla Branch, a/c no.: 2177002100004628, IFSC Code: PUNB0217700. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the Sub class Nos. 33125,25113 & 52242 only shall become eligible for exemption from payment of tender fee/EMD 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-7 in preliminary bid failing which the bid shall be considered non-responsive. Last date of downloading: **12/04/2024 up to 15:00 hrs.** Last date and time of submission of E-tender only on website <https://kpt.nprocure.com>: on **12/04/2024 upto 15:30 Hrs.** The pre-bid meeting held on **21/03/2024 @ 15:30 Hrs.** in the Old Board Room, A. O. Building, Gandhidham. Date and time for opening of E-tender: **12/04/2024 at 16:00 hrs.** Tender shall be downloaded from web site: <https://kpt.nprocure.com> and also available on <http://www.deendayalport.gov.in> as well as <http://www.eprocure.gov.in>. Corrigendum, if any, will be placed on websites only.

**Superintending Engineer(E)**

**Deendayal Port Authority**

### **NOTICE INVITING ONLINE TENDER**

Details about tender:

<b>Department Name</b>	<b>Mechanical Engineering Department</b>
<b>Circle/ Division</b>	<b>Electrical Division, Port &amp; Customs Building, Ground Floor, New Kandla-(Kutch)-370210</b>
<b>Tender Notice No.</b>	<b>EL/WK/2826</b>
<b>Name of Project</b>	"Maintenance Contract of 2 Nos. ITALGRU make Harbour MobileCranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years"
<b>Name of Work</b>	"Maintenance Contract of 2 Nos. ITALGRU make Harbour MobileCranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years
<b>Estimated Contract Value (INR)</b>	<b>₹ 4,69,88,000/-</b>
<b>Period of Completion (in Months)</b>	<b>24 months from the date of issue of work order</b>
<b>Bidding Type</b>	<b>Open</b>
<b>Bid Call (Nos.)</b>	<b>One</b>
<b>Tender Currency Type</b>	<b>Single</b>
<b>Tender Currency Settings</b>	<b>Indian Rupee (INR)</b>
<b>Integrity Pact</b>	Integrity Pact agreement duly uploaded <b>by DPA with signed and stamped of two witness signature</b> and the bidder should be submitted it with two witness (witness sign also to be obtained 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.
Maintenance of Harbour Mobile Crane having capacity of above 63 T crane having Programmable Logic Controller (PLC).	<p><b>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</b> The Bidders shall fulfill the following pre-qualification criteria:</p> <p><b>A)</b> Average Annual financial turnover during the last 3 years, ending 31<sup>st</sup> March of the previous financial year, should be at least ₹70.48 Lakh Certified by Chartered Accountant.</p> <p><b>B)</b> Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:</p> <ul style="list-style-type: none"> <li>i) Three similar completed works each costing not less than the amount equal to ₹ 93.97 Lakh. Or</li> <li>ii) Two similar completed works each costing not less than the amount equal to ₹ 117.47 Lakh. Or</li> <li>iii) One similar completed work costing not less than the amount equal to ₹ 187.95 Lakh.</li> </ul>

**Note:**

- (a) A copy of the completion certificate in respect of the successfully completed similar work.
- (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:
  - (1) Name of Contractor
  - (2) Name of Work
  - (3) No. of work order/agreement and date
  - (4) Contract value
  - (5) Contract period (6) Date of commencement of work
  - (7) Date of completion
  - (8) Value of Work executed during the contract period/original contract period
  - (9) Date of issue of completion certificate.
- (c) The amount of Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited, will be considered excluding of GST amount.

**IMPORTANT:**

(i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.

(ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.

(iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.

(iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

**C)** Upload duly signed document given at Section-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-XI, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government)

**D)** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under: Assessed

Available Bid capacity =  $A \times N \times 2 - B$ , Where,

"N" = Number of years prescribed for completion of the subject contract.

"A" = Maximum value of works executed in any one year during last seven years (at current price level).

"B" = Value at current price level of existing commitments and on-going works to be completed in the next 'N' years.

The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

Financial Year	22-23	21-22	20-21	19-20	18-19	17-18	16-17
Index	152.5	139.4	123.4	121.8	119.8	114.9	111.6
Multiplying Factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37

**IMPORTANT:**

- (i) The value of annual turnover is not to be considered towards —A as mentioned in the formula.
- (ii) The information may be provided as per the format given at Section-VIII.

**E)** In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

**Note:**

- (i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, **should be highlighted.**
- (ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. **The statement should be signed by the Chartered Accountant.**
- (iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.

**F)** In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years (except liquid and containerized cargo). **It is applicable for similar work defined at sr. No. 6.**

	<p><b>Note:</b> The bidder, submitting tender under this category, is not required to submit documents mentioned at —B, —D and —E above but has to submit following documents: -</p> <p>(1) Copy of license/permission issued by the competent authority of the concerned sea/dry port in the name of the bidder along with period of cargo handling operation in the sea/dry port.</p> <p>(2) Satisfactory performance certificate &amp; confirmation for payment of Agreed Royalty share by the competent authority of the concerned sea/dry port.</p> <p>(3) Letter confirming capacity of crane deployed by the bidder and its type i.e. HMC etc. for which license/permission is issued.</p> <p>(4) Year wise quantity of cargo (except liquid and containerized cargo) handled during the license/permission period issued by the competent authority of the concerned sea/dry port in the name of the bidder.</p> <p>(5) A letter confirming the period of cargo handling operation in the sea/dry port for which the license/permission is issued.</p>
<b>Similar Work Definition</b>	<p><b>Similar works means:</b></p> <ol style="list-style-type: none"> <li>1) Design, manufacture, supply, installation, testing, commissioning cargo handling equipment i. e. stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC. (Note: It is implied that the bidder submitting tender under this category, is having the experience of maintenance and operation being the manufacturer of cargo handling equipment. Hence, the requirement of having experience of maintenance and operation is not mandatory.) (OR)</li> <li>2) Installation, Testing, Commissioning, maintenance and operation of above-mentioned cargo handling equipment having PLC. (Note: It is implied that the bidder submitting tender under this category is having the experience of maintenance. Hence, the requirement of having experience of maintenance is not mandatory. Regarding, having experience of operation, if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order. (OR)</li> <li>3) AMC of above cargo handling equipment having PLC. (Note: if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order. (OR)</li> <li>4) O &amp; M of above-mentioned cargo handling equipment having PLC (OR)</li> <li>5) Combination of any of the (1), (2), (3) &amp; (4). (OR)</li> <li>6) Deployment of 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/ hired) in any sea/dry port. In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years <b>(except liquid and containerized cargo)</b></li> </ol>

<b>Joint Venture</b>	<b>Not Allowed</b>																																				
<b>Rebate</b>	<b>Not applicable</b>																																				
<b>Bid Document Fee:</b>	<p><b>Rs, 5000 + 900 (GST)</b></p> <p>Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website.</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per national Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form-7 <b>failing which the bid shall be considered non-responsive</b> in preliminary bid</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – C</b></td><td>Manufacturing</td></tr> <tr> <td><b>Division – 28</b></td><td>Manufacture of machinery and equipment n.e.c.</td></tr> <tr> <td><b>Group - 281</b></td><td>Manufacture of general-purpose machinery</td></tr> <tr> <td><b>Class – 2816</b></td><td>Manufacture of lifting and handling equipment</td></tr> <tr> <td><b>Sub Class - 28162</b></td><td>Manufacture of other lifting and handling equipment and parts thereof</td></tr> </tbody> </table> <p style="text-align: center;">OR</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – C</b></td><td>Manufacturing</td></tr> <tr> <td><b>Division – 33</b></td><td>Repair and installation of machinery and equipment</td></tr> <tr> <td><b>Group - 331</b></td><td>Repair of fabricated metal products, machinery and equipment</td></tr> <tr> <td><b>Class – 3315</b></td><td>Repair of transport equipment, except motor vehicles</td></tr> <tr> <td><b>Sub Class - 33150</b></td><td>Manufacture of other lifting and handling equipment and parts thereof</td></tr> </tbody> </table> <p style="text-align: center;">OR</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – H</b></td><td>Transportation and storage</td></tr> <tr> <td><b>Division – 52</b></td><td>Warehousing and support activities for transportation</td></tr> <tr> <td><b>Group - 522</b></td><td>Support activities for transportation</td></tr> <tr> <td><b>Class – 5224</b></td><td>Cargo handling</td></tr> <tr> <td><b>Sub Class - 52242</b></td><td>Cargo handling incidental to water transport</td></tr> </tbody> </table>	Level	Description	<b>Section – C</b>	Manufacturing	<b>Division – 28</b>	Manufacture of machinery and equipment n.e.c.	<b>Group - 281</b>	Manufacture of general-purpose machinery	<b>Class – 2816</b>	Manufacture of lifting and handling equipment	<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof	Level	Description	<b>Section – C</b>	Manufacturing	<b>Division – 33</b>	Repair and installation of machinery and equipment	<b>Group - 331</b>	Repair of fabricated metal products, machinery and equipment	<b>Class – 3315</b>	Repair of transport equipment, except motor vehicles	<b>Sub Class - 33150</b>	Manufacture of other lifting and handling equipment and parts thereof	Level	Description	<b>Section – H</b>	Transportation and storage	<b>Division – 52</b>	Warehousing and support activities for transportation	<b>Group - 522</b>	Support activities for transportation	<b>Class – 5224</b>	Cargo handling	<b>Sub Class - 52242</b>	Cargo handling incidental to water transport
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<b>Bid Document Fee Payable To:</b>	Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification 2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form-7 <b>failing which the bid shall be considered non-responsive</b> in preliminary bid.
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<b>Bid Security/ EMD (INR) :</b>	<p>Rs.4,69,880/- (Rupees Four Lakhs Sixty-Nine Thousand Eight Hundred Eighty only) Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on —(n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per national Industrial Classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate along with Bid Securing Declaration Form-7 <b>failing which the bid shall be considered non-responsive</b> in preliminary bid.</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – C</b></td><td>Manufacturing</td></tr> <tr> <td><b>Division – 28</b></td><td>Manufacture of machinery and equipment n.e.c.</td></tr> <tr> <td><b>Group - 281</b></td><td>Manufacture of general-purpose machinery</td></tr> <tr> <td><b>Class – 2816</b></td><td>Manufacture of lifting and handling equipment</td></tr> <tr> <td><b>Sub Class - 28162</b></td><td>Manufacture of other lifting and handling equipment and parts thereof</td></tr> </tbody> </table> <p style="text-align: center;">OR</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – C</b></td><td>Manufacturing</td></tr> <tr> <td><b>Division – 33</b></td><td>Repair and installation of machinery and equipment</td></tr> <tr> <td><b>Group - 331</b></td><td>Repair of fabricated metal products, machinery and equipment</td></tr> <tr> <td><b>Class – 3315</b></td><td>Repair of transport equipment, except motor vehicles</td></tr> <tr> <td><b>Sub Class - 33150</b></td><td>Manufacture of other lifting and handling equipment and parts thereof</td></tr> </tbody> </table> <p style="text-align: center;">OR</p> <table border="1"> <thead> <tr> <th>Level</th><th>Description</th></tr> </thead> <tbody> <tr> <td><b>Section – H</b></td><td>Transportation and storage</td></tr> <tr> <td><b>Division – 52</b></td><td>Warehousing and support activities for transportation</td></tr> <tr> <td><b>Group - 522</b></td><td>Support activities for transportation</td></tr> <tr> <td><b>Class – 5224</b></td><td>Cargo handling</td></tr> </tbody> </table>	Level	Description	<b>Section – C</b>	Manufacturing	<b>Division – 28</b>	Manufacture of machinery and equipment n.e.c.	<b>Group - 281</b>	Manufacture of general-purpose machinery	<b>Class – 2816</b>	Manufacture of lifting and handling equipment	<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof	Level	Description	<b>Section – C</b>	Manufacturing	<b>Division – 33</b>	Repair and installation of machinery and equipment	<b>Group - 331</b>	Repair of fabricated metal products, machinery and equipment	<b>Class – 3315</b>	Repair of transport equipment, except motor vehicles	<b>Sub Class - 33150</b>	Manufacture of other lifting and handling equipment and parts thereof	Level	Description	<b>Section – H</b>	Transportation and storage	<b>Division – 52</b>	Warehousing and support activities for transportation	<b>Group - 522</b>	Support activities for transportation	<b>Class – 5224</b>	Cargo handling
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<b>Bid Document Downloading Start Date</b>	<b>13/03/2024</b>												
<b>Bid Document Downloading End Date</b>	<b>12/04/2024 up to 15:00 Hrs.</b>												
<b>Date &amp; Place of Pre Bid Meeting</b>	<b>21/03/2024 @ 15:30 Hrs. at A.O. Building, Gandhidham</b>												
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>12/04/2024 @ 15:30 Hrs.</b>												
<b>Bid Validity Period</b>	<b>120 Days</b>												
<b>Condition</b>	<p><b>1) Tender Fee :-</b> Through on line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on —(n)procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no-07), failing which the bid shall be considered non-responsive".</p> <table> <tr> <th>Level</th><th>Description</th></tr> <tr> <td><b>Section – C</b></td><td>Manufacturing</td></tr> <tr> <td><b>Division – 28</b></td><td>Manufacture of machinery and equipment n.e.c.</td></tr> <tr> <td><b>Group - 281</b></td><td>Manufacture of general-purpose machinery</td></tr> <tr> <td><b>Class – 2816</b></td><td>Manufacture of lifting and handling equipment</td></tr> <tr> <td><b>Sub Class - 28162</b></td><td>Manufacture of other lifting and handling equipment and parts thereof</td></tr> </table> <p style="text-align: center;">OR</p>	Level	Description	<b>Section – C</b>	Manufacturing	<b>Division – 28</b>	Manufacture of machinery and equipment n.e.c.	<b>Group - 281</b>	Manufacture of general-purpose machinery	<b>Class – 2816</b>	Manufacture of lifting and handling equipment	<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof
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<b>Class – 2816</b>	Manufacture of lifting and handling equipment												
<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof												

Level	Description
<b>Section – C</b>	Manufacturing
<b>Division – 33</b>	Repair and installation of machinery and equipment
<b>Group - 331</b>	Repair of fabricated metal products, machinery and equipment
<b>Class – 3315</b>	Repair of transport equipment, except motor vehicles
<b>Sub Class - 33150</b>	Manufacture of other lifting and handling equipment and parts thereof

OR

Level	Description
<b>Section – H</b>	Transportation and storage
<b>Division – 52</b>	Warehousing and support activities for transportation
<b>Group - 522</b>	Support activities for transportation
<b>Class – 5224</b>	Cargo handling
<b>Sub Class - 52242</b>	Cargo handling incidental to water transport

- 2) **EMD:** Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on —(n)procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form no-07), failing which the bid shall be considered non-responsive”.

Level	Description
<b>Section – C</b>	Manufacturing
<b>Division – 28</b>	Manufacture of machinery and equipment n.e.c.
<b>Group - 281</b>	Manufacture of general-purpose machinery
<b>Class – 2816</b>	Manufacture of lifting and handling equipment
<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof

OR

Level	Description
<b>Section – C</b>	Manufacturing
<b>Division – 33</b>	Repair and installation of machinery and equipment
<b>Group - 331</b>	Repair of fabricated metal products, machinery and equipment
<b>Class – 3315</b>	Repair of transport equipment, except motor vehicles
<b>Sub Class - 33150</b>	Manufacture of other lifting and handling equipment and parts thereof

	<p style="text-align: center;">OR</p> <table border="1"> <tr> <th>Level</th><th>Description</th></tr> <tr> <td><b>Section – H</b></td><td>Transportation and storage</td></tr> <tr> <td><b>Division – 52</b></td><td>Warehousing and support activities for transportation</td></tr> <tr> <td><b>Group - 522</b></td><td>Support activities for transportation</td></tr> <tr> <td><b>Class – 5224</b></td><td>Cargo handling</td></tr> <tr> <td><b>Sub Class - 52242</b></td><td>Cargo handling incidental to water transport</td></tr> </table> <p>3) Integrity Pact agreement duly uploaded by DPA with signed and stamped of two witness signature and the bidder should be submitted it with two witness (witness sign also to be obtained 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><b>Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact (duly signed by bidder and witnesses) are received electronically.</b></p> <p>However, for the purpose of realization, bidder shall send the same in original to SE(E) at the time of tender opening or send the same by hand/courier/RPAD/Speed post so as to reach the Supdt. Engineer (E), Electrical Division, Port &amp; Custom Building, Ground Floor, New Kandla-(Kutch)-370210 within 07 days from the last date of opening without fail, without which the bid shall be treated as non-responsive.</p>	Level	Description	<b>Section – H</b>	Transportation and storage	<b>Division – 52</b>	Warehousing and support activities for transportation	<b>Group - 522</b>	Support activities for transportation	<b>Class – 5224</b>	Cargo handling	<b>Sub Class - 52242</b>	Cargo handling incidental to water transport
Level	Description												
<b>Section – H</b>	Transportation and storage												
<b>Division – 52</b>	Warehousing and support activities for transportation												
<b>Group - 522</b>	Support activities for transportation												
<b>Class – 5224</b>	Cargo handling												
<b>Sub Class - 52242</b>	Cargo handling incidental to water transport												
Remarks	The hard copies should reach to the Electrical Division within 07 days from the date of opening of preliminary bid.												
Bid Opening Date	Technical Bid will be opened on <b>12/04/2024 @ 16:00 Hrs.</b> Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.												
Documents required to be submitted by scanning through online	<p>a. Documents in support of fulfilling Qualifying Criteria as indicated above.</p> <p>b. EMD -As indicated above.</p> <p>c. Tender fee - As indicated above.</p> <p>d. Integrity pact (duly signed by bidder and witnesses)</p> <p>e. Documents Mentioned in Eligibility Criteria.</p> <p>f. Bid Security Declaration form (In case of MSE)</p>												

Officer- Inviting Bids:	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Bid Opening Authority :	Superintending Engineer (E)
Address:	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla-(Kutch)-370210
Contact Details :	Superintending Engineer (E), Electrical Division, Port & Custom Building, Ground Floor, New Kandla (Kutch)-370210 Phone: 02836-282609, 270342. Fax No. 02836 270184.

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

(n) Code Solutions-A division of GNFC Ltd.,  
(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmadabad – 380054 (Gujarat)

**Contact Details:**

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

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

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

**E-mail:** [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net)

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

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

## **SECTION – I**

### **INSTRUCTION TO BIDDERS**

#### **A. GENERAL**

##### **1. Scope of Bid**

- 1.1 The Supdt. Engineer (Electrical), Deendayal Port Authority 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.
- 1.2 The successful bidder will be expected to complete the works by the intended completion period.

##### **2. Source of funds**

- 2.1 The employer has arranged the funds from the internal resources and will have sufficient funds in India Currency for execution of the work.

##### **3. Eligible Bidders**

Only eligible bidders fulfilling all the requirements as mentioned in the Notice Inviting Online Tender may participate in the subject Tender. Successful completion of "Similar Works" only shall be considered for evaluation of eligibility criteria.

- 3.1 The invitation for Bids is open to all eligible bidders meeting the eligibility criteria as defined in clause regarding Eligibility Criteria.
- 3.2 All bidders shall fill the forms provided in Section – IV- Part – I "To be submitted by Bidders with their Bids".
- 3.3 Government-owned enterprises may participate if they are legally and financially autonomous, operate under commercial law and are not a dependent agency of the employer subject to fulfillment of Minimum Qualifying criteria.
- 3.4 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the employer.

##### **4. Eligibility Criteria:**

- 4.1 The Bidders shall fulfill the following pre-qualification criteria:

**A)** Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be **Rs. 70.48 Lakhs**. Certificate should be issued by Chartered Accountant. (It is common for all type of bidders)

**In case the bidder is an OEM/Contractor who is submitting bid as per similar work definition no. 1 to 5:**

**B)** Experience of having successfully completed similar works during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:

i) Three similar completed works each costing not less than the amount equal to **Rs. 93.97 Lakhs**.

Or

ii) Two similar completed works each costing not less than the amount equal to **Rs. 117.47 Lakhs**

Or

iii) One similar completed work each costing not less than the amount equal to **Rs. 187.95 Lakhs**.

**Note:**

- (a) A copy of the completion certificate in respect of the successfully completed similar work.  
 (b) A copy of detail work order should also be submitted for which the bidder is submitting the completion certificate. Such completion certificate should be issued on the letter head of the client and invariably reflect the following details:  
 (1) Name of Contractor  
 (2) Name of Work  
 (3) No. of work order/agreement and date  
 (4) Contract value  
 (5) Contract period (6) Date of commencement of work  
 (7) Date of completion  
 (8) Value of Work executed during the contract period/original contract period  
 (9) Date of issue of completion certificate.

**IMPORTANT:**

- (i) In case a work is started prior to 07 (seven) years, ending last day of month previous to the one in which tender is invited, but completed in last 07 (seven) years, ending last day of month previous to the one in which tender is invited, the completed work shall be considered for fulfilment of credentials.  
 (ii) If a work is physically completed and completion certificate to this extent is issued by the concerned organization but final bill is pending, such work shall be considered for fulfilment of credentials.  
 (iii) If a part or a component of work is completed but the overall scope of contract is not completed, such work shall not be considered for fulfilment of technical credentials even if the cost of part completed work/component is more than required for fulfilment of credentials.  
 (iv) In case a work is considered similar in nature for fulfilment of technical credentials, the overall cost of that work shall be considered and no separate evaluation for each component of that work shall be made to decide eligibility.

**C)** Upload duly signed document given at Section-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-XI, will be declared technically disqualified. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government)

**D)** Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The available bid capacity will be calculated as under:

Assessed Available Bid capacity =  $A \times N \times 2 - B$ ,

Where, —N= Number of years prescribed for completion of the subject contract.

—A= Maximum value of works executed in any one year during last seven years (at current price level).

—B= Value at current price level of existing commitments and on-going works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and on-going works as well as the stipulated period of completion remaining for each of the works preferably countersigned by the Nodal Office or his nominee-in charge.

Financial Year	22-23	21-22	20-21	19-20	18-19	17-18	16-17
Index	152.5	139.4	123.4	121.8	119.8	114.9	111.6
Multiplying Factor	1.00	1.09	1.24	1.25	1.27	1.33	1.37

**IMPORTANT:**

- (i) The value of annual turnover is not to be considered towards —A|| as mentioned in the formula.
- (ii) The information may be provided as per the format given at Section-VIII.

**E)** In Case the similar work has been issued for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.

**Note:**

- (i) The particular row in the TDS certificate (Form 16A or Form 26AS), which indicates the credit of the payment received from the client, **should be highlighted.**
- (ii) Along with the TDS certificate, a declaration on the letter head of a Chartered Accountant should be submitted giving details such as the name of bidder, the name of the client for which the bidder has carried out the work, name of work, work order no. and date, gross amount of the payment, net amount received from the client, TDS amount. **The statement should be signed by the Chartered Accountant.**
- (iii) In case any discrepancies between the TDS (Form 16A or Form 26AS) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.

**F)** In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years (except liquid and containerized cargo). **It is applicable for similar work defined at sr. No. 6.**

Note: The bidder, submitting tender under this category, is not required to submit documents mentioned at —B, —D and —E above but has to submit following documents: -

- (1) Copy of license/permission issued by the competent authority of the concerned sea/dry port in the name of the bidder along with period of cargo handling operation in the sea/dry port.
- (2) Satisfactory performance certificate & confirmation for payment of Agreed Royalty share by the competent authority of the concerned sea/dry port.
- (3) Letter confirming capacity of crane deployed by the bidder and its type i.e. HMC etc. for which license/permission is issued.
- (4) Year wise quantity of cargo (except liquid and containerized cargo) handled during the license/permission period issued by the competent authority of the concerned sea/dry port in the name of the bidder.
- (5) A letter confirming the period of cargo handling operation in the sea/dry port for which the license/permission is issued.

**Similar Works:**

(1) Design, manufacture, supply, installation, testing, commissioning cargo handling equipment i. e. stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC. (Note: It is implied that the bidder submitting tender under this category, is having the experience of maintenance and operation being the manufacturer of cargo handling equipment. Hence, the requirement of having experience of maintenance and operation is not mandatory.)

OR

(2) Installation, Testing, Commissioning, maintenance and operation of above-mentioned cargo handling equipment having PLC. (Note: It is implied that the bidder submitting tender under this category is having the experience of maintenance. Hence, the requirement of having experience of maintenance is not mandatory. Regarding, having experience of operation, if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order.



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OR

(3) AMC of above cargo handling equipment having PLC. (Note: if the bidder is having experience of operation of any of the cargo handling equipment having PLC mentioned above in a separate completed work order, the same will be considered by ignoring the value of such work order.

OR

(4) O & M of above-mentioned cargo handling equipment having PLC.

OR

(5) Combination of any of the (1), (2), (3) & (4).

OR

(6) Deployment of 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/ hired) in any sea/dry port. In case the bidder is/has handling/handled cargo (except liquid and containerized cargo) on captive or common user basis in any sea/dry port by deploying 60 T or above capacity stacker/reclaimer/ stacker cum reclaimer/ ship loader/ RMQC/ ELL/ HMC/ floating crane/EOT cranes having PLC (owned/hired) in any 05 years during last 7 years ending last day of month previous to the one in which applications are invited and should have handled at least 4.00 MMT cargo in all or any of the such five years (except liquid and containerized cargo)

<b>INSTRUCTIONS FOR UPLOADING OF SCANNED DOCUMENT ON BIDDING PORTAL</b>		
<b>Sr. No</b>	<b>Instruction</b>	<b>Precautions</b>
(1)	There should not be any bulk scanning and uploading of all bidding documents. For example, along with work/supply order its related documents such as completion certificate and performance certificate can be bulk scanned and uploaded by giving specific name of the documents e.g. name of client. In case along with the documents related to similar work experience, the bidder also scans and includes average annual turnover certificate and uploads it, DPA will not be responsible for finding and tracing out the same in all the scanned documents uploaded by the bidder on (n) procure bidding portal. Every document should be specifically named and separately uploaded for its identification.	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>No unrelated document should be scanned and included with the specific set of scanned documents.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>
(2)	The document related to techno-financial criteria should invariably be scanned and uploaded on (n) procure bidding portal. Preliminary and Techno-financial qualification will be done on the basis of documents uploaded on bidding portal only. DPA may seek shortfall information connected to documents uploaded on bidding portal from the bidders. However, DPA is not bound to call for any shortfall information from the bidders. No fresh documents submitted by the bidder for techno commercial qualified will be considered for any purpose.	<p>The required bidding document should be scanned in high quality pdf. The scanned copy should be clear and visible.</p> <p>The scanned pdf file should invariably be given specific name for its identification e.g. turn over certificate etc.</p> <p>Every document should be specifically named and separately uploaded for its identification.</p>

**4.2 All bidders shall scan and forward the following information and documents with their bids.**

- 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. Total monetary value of similar works performed for each of the last seven years ending last day of month previous the one in which applications are invited. **(Not applicable for applicant having Similar Work sr. no. 6).**
- c. Experience in works of a similar nature and size for each of the last seven years, and details of works underway or contractually committed, and Employers who may be contacted for further information on those contracts. **(Not applicable for applicant having Similar Work sr. no. 6).**
- d. Reports on the financial standing of the Bidder, such as profit and loss statements and auditor's reports for the past three years ending 31<sup>st</sup> March of the previous financial year.
- e. Duly filled Forms mentioned in Section – IV- Part – I.
- f. PAN, Registration with GST, Provident Fund Authorities.
- g. Valid Electrical Contractor License issued by respective State / Central Govt.
- h. EMD = Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700). Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form No. 07), failing which the bid shall be considered non-responsive".
- i. Tender fee = Through on-line transfer in PNB bank account no. 2177002100004628 - Deendayal Port Authority - (IFSC code PUNB0217700), Kandla branch. Scanned copy of RTGS no. and date of transfer may be uploaded on (n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the below table only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document (Form No. 07), failing which the bid shall be considered non-responsive".
- j. Information regarding any litigation, current or during the last five years, in which the Bidder is involved, the parties concerned, and disputed amount.
- k. A certificate by the bidder that they have not been banned / black listed by any govt. Agency.
- l. Power of attorney (dully accompanied by resolution of Board in case of company).
- m. Qualifications and experience of key site management and technical personnel proposed for the contract.
- n. 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. **(Modified as per Clause No. 20 under Special Conditions, Section-III)**
- o. The completion certification should invariably mention the reference no. of work order, the

date of completion and contract value.

- p. The copy of the work order should also be submitted for which the bidder is submitting completion certificate.
  - q. In case the similar work has been executed for any private body, the bidder will be required to produce the tax deducted at source (TDS) certificate indicating the income tax deducted by the client for that work, which will form the basis for assessing the value of completed work.
  - r. 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.
  - s. Bidders should give an undertaking that they will comply to the specifications of the work including terms and conditions in total without any deviation.
- 4.3 Even though the bidder meets the above qualifying criteria, they are subject to be disqualified if they have:
- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements: and/or
  - Record of poor performance such as abandoning the works, non – completion of the contract.

## **5. One Bid per Bidder**

- 5.1 Each bidder shall submit only one bid. A bidder who submits more than one Bid will cause all the proposals with the Bidder's participation to be disqualified and the bidder can be disqualified for bidding of any contract with DPA for a period of 03 years.

## **6. Joint Venture: (Not applicable). (Modified as per Clause No. 21 under Special Conditions, Section-III)**

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 there after (in case of award of contract). All the partners of the association must also, jointly and severally, be responsible for satisfactory execution and performance of the contract. The firms with at least 26% equity holding each are allowed to jointly meet the legibility criteria.

## **7. Cost of Bidding**

- 7.1 The Bidder shall bear all costs associated with the preparation and submission of its Bid and employer will in no case be responsible and liable for those costs regardless of the conduct or outcome of the bidding process.

## **8. Site Visit**

- 8.1 The Bidder, at his own responsibility and risk is encouraged to visit and examine the site of work and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for the works. The costs of visiting the site shall be at the Bidders' own expense.

## **B. Bidding Documents**

### **9. Content of Bidding Documents**

- 9.1 The set of bidding documents comprises the documents listed in the below and addenda issued in accordance with clause9:

Invitation for Bids (NIT)

- **Bid Reference No. EL/AC/2826**
- **NIT** : **Invitation for Bids**
- **Section I** : **Instruction to Bidders**

- **Section II** : **General Conditions of Contract**
- **Section III** : **Special Conditions of Contract**
- **Section IV** : **Forms of Bid**
- **Section V** : **Scope of Work & Technical Specifications**
- **Section VI** : **Bill of Quantities**
- **Section VII** : **Drawings**
- **SECTION VIII** : **Information of Bid capacity**
- **SECTION IX** : **Tentative list of consumables and lubrications**
- **SECTION X** : **Indicative Maintenance Schedule**
- **SECTION XI** : **Evidence Towards site visit**
- **SECTION XII** : **Integrity Pact**

- 9.2 The bidding documents shall be downloaded. The documents should be completely filled and submitted through on-line E – Tendering process.
- 9.3 The bidder is expected to examine carefully all instructions, conditions of contract, forms, terms, technical specifications, bill of quantities, in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the tender documents shall be rejected.

## **10. Clarifications of the Bidding Documents**

- 10.1 A prospective bidder requiring any clarification of the bidding documents may notify the employer in writing. The employer may respond to any request for clarification which are received within seven days prior to date of pre-bid meeting. The clarifications shall be uploaded on Website <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in).

### **10.2 Pre–Bid meeting**

- 10.2.1 The bidder or his official representative may attend pre-bid meeting to be held on **21/03/24 @ 15:30 hrs.** in the Old Board Room, A.O Building, 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.
- 10.2.2 The purpose of the meeting will be to clarify issues related to work and tender conditions.
- 10.2.3 Pre – Bid clarifications will be uploaded in <https://kpt.nprocure.com>, [www.deendayalport.gov.in](http://www.deendayalport.gov.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in) website without disclosing source of enquiry.
- 10.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.
- 10.2.5 At any time prior to the deadline for submission of Bids, employer 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.
- 10.2.6 Those bidders who download the tender document from the website shall be solely responsible to check the web site for the amendment issued in shape of Corrigendum and/or Addendum.

## **11. Language of Bid**

All documents relating to the bid shall be in the English language.

## **12. Documents comprising the Bid**

The bid submitted by the bidder shall comprise the following:

**A) Technical Bid:**

- i) Bid Security i.e. EMD and Tender Fees and Integrity Pact (Preliminary Bid) and along with Bid Securing Declaration Form for MSE's (Form 7 in Section IV)
- ii) Qualification information in accordance to clause of **Eligibility Criteria** shall be submitted.

**B) Financial Bid:**

- (i) Bill of Quantities duly filled and digitally signed by bidder.

**13. Bid Prices**

- 13.1 The rates and prices quoted by the bidder shall be fixed for the duration of the contract and shall not be subject to adjustment on any account.
- 13.2 The prices shall be quoted inclusive of all Taxes, (except GST), Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging, insurance etc. and should remain firm till completion of work.

**14. Currencies of Bid and Payment**

The unit rates and the prices shall be quoted by the bidder in Indian Rupees only.

**15. Bid Validity**

- 15.1 Bids shall remain valid for a period of 120 days from the date of opening of the Technical Bid. A bid valid for a shorter period shall be rejected by the employer as Non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the employer may request the bidders to extend the period of validity for additional period. The request and the bidders' responses shall be made in writing. A bidder may refuse the request for which EMD, if any, will not be forfeited.
- 15.3 A bidder agreeing to the request will not be permitted to modify his bid.

**16. Bid Security**

**16.1. EARNEST MONEY DEPOSIT (EMD) = Rs. 4,69,880/-**

- (i) The tender not accompanied with EMD shall not be considered & their technical and price bid will be returned un-opened. Through on-line transfer in PNB bank account no. 2177002100004628 – Deendayal Port Authority (IFSC code PUNB0217700), Kandla branch. Scanned Copy of RTGS no. and date of transfer may be uploaded on —(n) procure website. In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial classification-2008 mentioned in the table below only shall become eligible for exemption from payment of Tender fee/EMD. Such bidder shall upload the scanned copy of valid certificate in preliminary bid stage as well as duly filled in and signed 'Bid Securing Declaration' as per format provided in the tender document **(Form No. 07)**, failing which the bid shall be considered non-responsive".

Level	Description
<b>Section – C</b>	Manufacturing
<b>Division – 28</b>	Manufacture of machinery and equipment n.e.c.
<b>Group - 281</b>	Manufacture of general-purpose machinery
<b>Class – 2816</b>	Manufacture of lifting and handling equipment
<b>Sub Class - 28162</b>	Manufacture of other lifting and handling equipment and parts thereof

Level	Description
<b>Section – C</b>	Manufacturing
<b>Division – 33</b>	Repair and installation of machinery and equipment
<b>Group - 331</b>	Repair of fabricated metal products, machinery and equipment
<b>Class – 3315</b>	Repair of transport equipment, except motor vehicles
<b>Sub Class - 33150</b>	Manufacture of other lifting and handling equipment and parts thereof

OR

Level	Description
<b>Section – H</b>	Transportation and storage
<b>Division – 52</b>	Warehousing and support activities for transportation
<b>Group - 522</b>	Support activities for transportation
<b>Class – 5224</b>	Cargo handling
<b>Sub Class - 52242</b>	Cargo handling incidental to water transport

It may be noted that exemption certificate issued by any other authority will not be entertained. Earnest money in the form of Bank Guarantee will not be accepted under any circumstances.

**(a) EMD:**

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 11) as per the tender clause and executing the agreement (in Form 8) as per tender clause. The EMD of unsuccessful bidders other than L1 & L2 be refunded immediately after ranking of Bids. Earnest Money of L2 bidder shall be refunded immediately after entering into agreement with L1 and acceptance of Performance Guarantee from L1.
- (ii) EMD will be refunded suo-motto without any application from the Bidders.
- (iii) The EMD of successful bidder will be discharged (refunded) after he has signed the Agreement and furnished the required Performance Guarantee.
- (iv) Earnest Money Deposit will not carry any interest.

**(b) Bid Security i.e. the EMD may be forfeited if: Necessary action shall be taken to disqualify the bidder from bidding process of any contract with DPA for a period of 03 years, if:**

- (i) The bidder withdraws the Bid after Bid opening during the bid validity;
- (ii) The bidder does not accept the correction of the Bid-Price, pursuant to any arithmetic errors;
- (iii) The successful Bidder fails within the specified time limit to
  - a) sign the Agreement or
  - b) furnish the required performance Guarantee
- (iv) The bidder submits more than one bid
- (v) If L-1 bidder failed to justify the abnormal rate quoted by them or rates not quoted considering ALC/CLC rate of labour prevailing at the time of bidding, offer of the L-1 bidder shall be rejected, EMD shall be forfeited and they will be liable for debarring

future tender from the DPA bidding for a period of three years.

**17. Alternative Proposals by Bidders**

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

**18. Format and Signing of Bid**

- 18.1 The Price Bid to be submitted on-line shall be signed digitally by a person or persons duly authorized to sign on behalf the Bidders.

**19. Amendment of Bidding Documents**

- 19.1 Before the deadline for submission of bids, the Employer may modify the bidding documents by using addenda.

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- 19.2 Any addendum thus issued shall be part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge the receipt of each addendum by cable to the Employer.

- 19.3 To give prospective bidders reasonable time in which to take an addendum in to account in preparing their bids, the Employer shall extend as necessary the deadline for submission of bids.

**D. Submission of Bids**

**20. Submission of Bids**

Bidders who wish to participate in the tender 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 bidder may contact the following address:

(n) Code Solutions,  
A Division of GNFC,  
301 GNFC Info tower,  
Bodakdev, Ahmedabad.  
Tel. 91 79 26857316/17/18  
Fax: 91 79 26857321  
Mobile: 9327084190 / 9898589652.  
E-mail: [nprocure@gnvfc.net](mailto:nprocure@gnvfc.net).

The accompaniments to the tender documents as described under Clause **4.2** shall be Scanned and submitted On-Line along with Tender documents. **However, the originals/attested hard copies along with tender documents (except Price Bid), signed on bottom of each page in token of acceptance of Tender Conditions** and shall have to be forwarded subsequently so as to reach the office of Superintending Engineer (E) within 7 days of opening of the tenders.

- 20.1 The envelopes shall be addressed to:

(a) SE (E)  
Deendayal Port Authority  
Electrical Division, Room No. 6,  
Port & Customs Building,  
New Kandla – 370210.  
Gujarat-State.

(b) bear the following identification:

Accompaniments for "Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 06 no. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of two years".

Bid reference No. EL/AC/2826  
Name and address of the bidder.

## **21. Deadline of Submission of the Bids**

- 21.1 Bids must be received by the employer in On-Line System at websites <https://kpt.nprocure.com> not later than **12/04/2024 up to 15:30 Hrs.**
- 21.2 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 Document at <https://kpt.nprocure.com> websites 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 on <https://kpt.nprocure.com> websites shall prevail.
- 21.3 The employer may extend the deadline for submission of bids by issuing an amendment on DPA website as well as on <https://kpt.nprocure.com> in which case all rights and obligations of the employer and the bidders previously subject to the original deadline will then be subject to the new deadline.
- 21.4 In case of tender documents being downloaded from the web site, at the time of submission of (the hard copy of) the tender document, the tenderer shall give an undertaking that no change have been made in document. Any discrepancy is noticed at any stage between the port's tender document uploaded on <https://kpt.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port's tender document uploaded on <https://kpt.nprocure.com> shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

## **22. Late Bids**

- 22.1 After the deadline of submission of bid, the bids cannot be submitted in the On-Line System.

## **23. Modification and Withdrawal of Bids**

- 23.1 Bidders may modify or withdraw their bids before the deadline of submission of bid or extension if any.
- 23.2 No Bid can be modified after the last date for submission of Bids.
- 23.3 Withdrawal or modification of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity including extension, if any, the bidder can be disqualified from participating in any bid with DPA for a period of 03 years.

## **E. Bid Opening and Evaluation**

### **24. Bid Opening**

- 24.1 On the due date and time, the employer will first open Technical bids of all bids received including modifications.
- 24.2 In the event of the specified date for Bid opening being declared a holiday by the employer, the Bids will be opened at the appointed time on the next working day at the same time.
- 24.3 If any Bid contains any deviation from the Bid documents and / or if the same does not contain Bid security i.e., EMD and tender fees in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder will be informed accordingly.



24.4 The bids which are technically qualified, their financial bids will be opened. The date of opening of financial bid will be declared in the <https://kpt.nprocure.com> and [www.deendayalport.gov.in](http://www.deendayalport.gov.in) .

24.5 The price bid i.e., BOQ will be opened only those bids qualify technically.

## **25. Clarification of Bids**

25.1 To assist in the examination and comparison of Bids, the employer may, at his discretion, ask any Bidder for clarification of his Bid, including breakup of unit rates. 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.

25.2 No Bidder shall contact the employer on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

25.3 Any effort by the Bidder to influence the employer's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

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## **26. Examination of Bids and Determination of Responsiveness**

26.1 Prior to detailed evaluation of Bids, the employer will determine whether each Bid

(a) Has been properly digitally signed,

(b) Meets the eligibility criteria defined

(c) Is accompanied by the required Bid security and tender fees;

(d) is responsive to the requirements of the Bidding documents.

(e) GST number to be quoted invariable by bidder.

26.2 A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents.

26.3 If a Technical Bid is not substantially responsive, it will be rejected by the employer, and may not subsequently be made responsive by correction or withdrawal of the non-confirming deviation or reservation.

## **27. Evaluation and Comparison of Bids**

27.1 The employer will evaluate and compare only the Bids determined to be responsive.

27.2 In evaluating the Bids, the employer will determine for each Bid the evaluated Bid price by adjusting discounts, if any.

27.3 If in the opinion of Engineer in Charge, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the bidder to produce detailed price analysis for all items of the bill of quantities.

## **28. Award of Contract Award Criteria**

The employer will award the work to the bidder whose bid has been evaluated to be techno-commercially responsive and the lowest evaluated amount bid subject to submission of agreement and performance security.

The employer, if so required, reserves the right to:

a) Split the work and award the work in favour of more than one firm, **(Not Applicable)**

b) Award the work separately as supply, execution, Operation & Maintenance/Operation/Maintenance as applicable. **(Not Applicable)**

## **29. Employer's Right to accept any Bid and to reject any or all.**

Notwithstanding Clause 28, the Employer reserve the right to accept or reject any bid without assigning any reason and to cancel the bidding process and reject all bids, at any time prior to the award of contract, without thereby incurring and liability to the affected bidder or bidders of the grounds for Employer's action.

## **30. Letter of Award:**

The Chief Mechanical Engineer will issue the Letter of Award (Form No. 7) intimating the successful bidder about the proposed pre-acceptance of tender.

## **31. Notification of Award and Signing of Agreement**

- i) The Bidder whose Bid has been accepted will be notified for the award by the employer prior to expiration of the Bid validity period by confirmation in writing. In this letter (hereinafter and in the Conditions of Contract called the "Letter of Award") the contract amount, completion period of the work, etc. will be mentioned in line with the tender conditions.
- ii) The notification of award will constitute the formation of the Contract subject to the furnishing of a performance security in accordance with the provisions of tender condition.
- iii) The Agreement will be submitted by successful Bidder within 14 days (National Bid) 28 days (Global Bid) of issue of the notification of award (Letter of Award). The agreement will incorporate all correspondence between the employer and the successful bidder.

### **32. Contract Agreement:**

- 32.1 The agreement on stamp paper shall be furnished by the Contractor as per the following guidelines within 14 days (National Bid) 28 days (Global Bid) from the date of issue of Letter of Award.
  - i) The successful Bidder will be required to execute an agreement at his expense on Three Hundred Rupees (₹300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 8) for the due and proper fulfillment of the contract within 14 days (national Bid) 28 days (Global bid) from the date of Letter of Award.
- 32.2 Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with Chief Mechanical Engineer's letter/fax accepting the tender shall constitute a binding contract between the Board and the Contractor.
- 32.3 The contract period shall be reckoned from the date of issue of LOA.
  - i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present ₹ 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 Contractor/ his authorized representative by indicating his full name.
  - iv) If the Contractor 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 Contractor firm 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.

### **33. Performance Security:**

- 1) Performance Guarantee shall be 10% of the contract price, of which 5% of contract price should be submitted as Performance Guarantee in form of BG/FDR/Digital Transfer within 21 days, on receipt of Letter of Award and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention Money will be refunded within 14 days from the date of

payment of final bill. Balance SD will be refunded immediately not later than 14 days from completion of defect liability period.

- 2) Successful Bidder has to submit the Performance security @ 5% of Contract price within 21 days of receipt of Letter of Award, failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- 3) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of BG/FDR/Digital Transfer from any nationalized bank/scheduled bank (Except co-operative bank) having its branch at Gandhidham.
- 4) The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- 5) The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- 6) The balance Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) If applicable, the documentary evidence (copy of paid challan in government treasury) of welfare cess @1% of work done or as amended by statutory authority from time to time, paid on final bill shall be submitted before releasing the performance guarantee.

#### **34. Issue of Work Order**

Work order will be issued indicating the Contract value, completion period etc. after submission of Performance Security Deposit and Contract Agreement on Non-Judicial Stamp Paper by the successful bidder as per Tender Conditions.

#### **35. Time Schedule**

The Contract shall be effective from the date of issue of LOA and work shall be completed within two (02) years from date of issue of Work Order.

#### **36. Corrupt or Fraudulent Practices**

36.1 The employer requires that Bidders/Suppliers/Contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the employer:

- (a) Defines the following for the purpose of these provisions:
  - (i) "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and
  - (ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition.
- (b) 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.

- (c) will declare a Bidder ineligible, either indefinitely for a stated period of time, to be awarded a contract/contracts if he at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for or in executing, the contract.

**Signature & Seal  
Of Contractor**

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

### General Conditions of Contract

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 Trustees of Deendayal Port, a body corporate under the Major Port Trust Act 1963, 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, firm, 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 Award, Contract Agreement and the work order.
- d. **"Contract Price"** means the total sum of money to be paid by the employer to the contractor on timely completion of the contract work as per Contract including payment for extra work, i.e. as per defined and applicable items of the terms of payment, including any taxes, except GST, and duties to be paid to state or central Government.
- e. **"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 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"** are 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"** are 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.
- 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:
- b. Increase or decrease or split the quantity of work included in the contract,
  - c. Omit any such work,
  - d. Change the character, quality or kind of any such work,
  - e. Change the dimensions of any such work,
  - f. Change in Location
  - g. 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.
  - h. 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 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

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subjected to the jurisdiction of the courts at Gandhidham.

**5. Force Majeure:**

- 5.1 In the event that the Contractor 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.
- 5.2 If a force majeure situation arises, the Contractor 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 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.
- 5.3 In any other situation, which is beyond the reasonable control of the Contractor 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 Contractor 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 Contractor 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, 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 DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

**7. Payment Terms: (Modified as per Clause No. 1 under Special Conditions, Section-III)**

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

**(I) In respect of tender for supply and installation (Changes to be made as per nature of the Work)**

- i. 70% of above item rate against receipt of material at site in good condition after obtaining insurance cover as per tender condition (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).
- ii. 20% of item rate after completion of erection, installation, testing and commissioning, etc. (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency) and 90% of item rate for item covers only supply/laying/fixing (if any).
- iii. 10% will be released after successful completion of whole work (if TPI appointed then after inspection & certification of the same by Third Party Inspection Agency).

**II) In respect of lump sum work (Changes to be made as per nature of the Work)**

95% payment after deducting 5% as retention money towards performance security. **(Modified as per Clause No. 2 under Special Conditions, Section-III)**

**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 RTGS payment
- Declaration by the party

:- NEFT payment or

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.

**8. Insurance: (This clause has been modified at clause no. 2 of Special Condition Section - III)**

- 8.1 The contract shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of guarantee period for the following events which are due to the contractor risk:
  - a) Loss of or damage to the works, plan and materials
  - b) Loss of or damage to equipment
  - c) Loss of or damage of property (except the works, plant, materials and equipment) in connection with contract, and
  - d) Personal injury or death
- 8.2 Policies and certificates for insurance shall be delivered by the contractor to the engineer in charge or his nominee before the commencement of work. All such insurances shall provide for compensation to be payable to the types and proportions of currencies required to be rectify the loss or damage incurred.
- 8.3 Alterations to the terms of insurance shall not be made without the approval of the engineer in charge or his nominee,
- 8.4 All the materials shall stand insured from the time of arrival at site till commencement of erection against fire, pilferage, damage and against natural calamities for the value of 90% of each item.
- 8.5 During erection and till the work is completed and satisfactory taken over by the D.P.A after testing the materials shall stand covered by suitable erection insurance also for the value of 110% of the item. The charges for the insurance shall be borne by the Contractor.

**9. Time Extensions:**

The Contractor may claim extension of the time limits in case of;



- i) Changes ordered by DEENDAYAL PORT AUTHORITY.
- ii) In case work is delayed on DPA's Account, i.e. due to delay in approval of drawings, non-availability of site clearance or any other reason, DPA will consider time extension of merit. However, no compensation will be paid to the Contractor if work is delayed on DPA's account. The Contractor shall submit the request for extension, within 30 days of occurrence of such delay, clearly indicating the justification for such extension.
- iii) Force Majeure.
- iv) All the incidents of delay should be entered in the hindrance register which will be base for granting any extension.

#### **10. Time is the essence of the contract:**

Time is the essence of the contract and the Contractor shall ensure that all the obligations under the contract are completed within the agreed time schedule. The Contractor shall be solely responsible for all the delays including the delays caused by its vendors. In case of delay in progress of the works, DEENDAYAL PORT AUTHORITY reserves the right to withhold the payment, cancel the contract unilaterally or complete the work departmentally.

#### **11. Liquidated Damages: (Modified a per clause no. 3 of Section III – Special condition)**

- 11.1 In case of delay in completing the contract, liquidated damages (LD) may be levied at the rate ½% of the contract value per week of delay or part thereof subject to a Maximum of 10% of the contract price.
- 11.2 The employer, if satisfied that the works can be completed by the contractor within a reasonable time after the specified time for completion may allow further extension of time at its discretion with or without the levy of LD. In the event of extension of time at its discretion with LD the employer will be entitled without prejudice to any other right or remedy available in that be half percent (½%) of the contract value of the works for each week or part of the week subject to the ceiling 10% of contract value.
- 11.3 The employer, if not satisfied that the works can be completed by the contract, and in the event of failure on the part of the contractor to complete work within further extension of time allowed as aforesaid shall be entitled without prejudice to any other right or remedy available in that behalf to rescind the contract.
- 11.4 The employer, if not satisfied with the progress of the contract and in the event of failure of the contract to recoup the delays in the mutually agreed time frame, shall be entitled to terminate the contract.
- 11.5 In the event of such termination of the contract as described in clauses (11.3) or (11.4) or both, the employer shall be entitled to recover LD up to ten percent (10%) of the contract value and forfeit the security deposit made by the contract besides getting the work completed by other means at the risk and cost of the contractor.
- 11.6 In case part/portion of the work can be commissioned and port operates the portion for commercial purpose, the rate of LD will be restricted to the uncompleted value of work, the maximum LD being on the entire contract value.

#### **12. Variations:**

##### **12.1 Variation in Conditions of Contract:**

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.

##### **12.2 Variation in Quantities of Schedule – B:**

The overall as well as individual variations shall be ± 30% in quantity for which the rate quoted by the bidder and accepted by the employer shall be applicable.

#### **13. Acceptance:**

Upon completion of work under this contract, the Board may accept the works and/or

- 3 services after installation, if defects or shortcomings are not considered essential and, the Contractor agrees to make good the deficiencies in confirmation with this contract. No work shall be accepted before the Contractor clears the site of scraps, unused materials, work shed, equipment and all such materials which were used for execution of the work and not required any more at the work site. Also, the Contractor has to submit all the documents and final "as built" drawings as per the contract agreement without which no work shall be treated as complete.

Completion Certificate shall be issued by the employer after satisfactory completion of work as per tender and after taking trial.

#### **14. Guarantee:**

- 14.1 The warranty period shall be valid up to six/twelve months (6 months for repairs and 12 months for new works including supplied items) with effect from the date of acceptance of the work and/or services, unless otherwise specified in the scope of work/Special Conditions of Contract (SCC).
- 14.2 The Contractor shall warrant the Board that the goods and services under this contract will comply strictly with the contract, shall be first class in every particular case and, shall be free from defects. The Contractor shall further warrant the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.
- 14.3 The Board shall promptly notify the Contractor in writing of any claim arising under this Warranty. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.
- 14.4 If the Contractor, having been notified, fails to rectify the defects in accordance with the contract, the Board may proceed to take such remedial action as may be necessary, at the Contractor's risk and cost.

#### **15 Taxes:**

##### **GST Clause:**

The contractor shall quote the price exclusive of GST. The contractor shall quote prevailing GST rate separately, which shall be reimbursed by DPA after ascertaining necessary compliance as per Goods & Service Tax, 2017.

All other duties, taxes, cesses applicable if any, shall be borne by the contractor.

##### **Deduction of Income-Tax & GST:**

Income-Tax deductions and surcharge & GST+TDS 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.

**Tax:** The rates quoted by the contractor shall be deemed to be inclusive of the taxes, duties etc. which the contractor will have to pay for the performance of this contract, except GST. The employer will perform such duties in regard to the deduction of such taxes at sources as per applicable law.

#### **16. Deduction:**

- 16.1 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.
- 16.2 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, DEENDAYAL PORT AUTHORITY 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.
- 16.3 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.

**17. Subcontracts:**

The Contractor shall not be allowed to engage any sub-contract for all or any part of this contract.

**18. Idle Charges:**

All efforts shall be made for timely supply of materials and/or equipment where it is included in the scope of Deendayal Port. However, the Contractor shall not be entitled to any idle charges for delay in supply of materials and/or equipment by the Port Authority. Further, in case of any delay due to stoppage of work ordered by the Port Authority to avoid interruption in other important activities of Port Authority or any other reason, the Contractor shall not claim any idle charges.

**19. Personal Protective Equipment: (PPE)**

The Contractor shall be solely responsible, at his own cost, for the supply of required PPE to his workers and staff and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves etc. by his staff at site.

**20. Conduct:**

The Contractor, 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 enactment of the works.

**21. Accident:**

The Contractor shall, within 24 hours of the occurrence of any accident, at or about the work site or in connection with execution of the contract, report such accidents to the Engineer-In-Charge giving all the details in writing. He shall also provide additional information about the accident as requested by the EIC.

**22. Watch and ward:**

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.

**23. Termination:**

23.1 The Board may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Contractor, terminate the contract in whole or in part:

- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
- (ii) if the Contractor fails to perform any other obligation under the contract and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

23.2 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

23.3 The Board will pay the Contractor, for all the items that are completed and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by DEENDAYAL PORT AUTHORITY. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

- 23.4 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of DEENDAYAL PORT AUTHORITY for a period decided by DPA.
- 23.5 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- 23.6 Fundamental breaches of contract include, but shall not be limited to the following:
- a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - b) The contractor becomes bankrupt.
  - c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

#### **24. Arbitration Clause:**

(I) 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.

(II) It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairman then holding the office shall arbitrate himself or appoint any officer to act as arbitrator.

(III) 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.

(IV) 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.

(V) 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.

(VI) 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 Authority shall be discharged and released of all liabilities under the contract in respect of these claims.

(VII) 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.

(VIII) The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

(IX) The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

(X) Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

(XI) 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.

(XII) 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.

(XIII) Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **25. Indemnification:**

The Contractor shall indemnify, protect and defend at its own cost, DEENDAYAL PORT AUTHORITY and its agents & employees from & against any/all actions, claims, losses or damages arising out of

- a. any violation by the Contractor in course of its execution of the contract of any legal provisions or any right of third parties;

- b. Contractor's failure to exercise the skill and care required for satisfactory execution of the contract.

**26. Engineer-in-Charge or his nominee's Decisions**

Except where otherwise specifically stated, the Engineer-in-Charge or his nominee will decide contractual matters between the employer and the Contractor in the role representing the employer.

**27. 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.

**28. Communications**

Communications between parties which are referred to in the conditions are effective only when in writing. A notice shall be effective only when it is delivered (in terms of Indian Contract Act 1872).

**29. Personnel:**

- 29.1 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.

- 29.2 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.

**30. Employer's Obligation (Modified as per clause no. 4 under Section-III – Special condition**

- (i) Electricity, water and land for execution of the work at site shall be provided on payment of applicable tariff of the employer subject to availability. If DPA is unable to provide electricity and water the same will be arranged by the contractor at his own cost.
- (ii) The employer will not provide Port Quarters, during the tenure of contract.
- (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, the employer.

**31. Queries about the Technical Data**

The Engineer-in-Charge or his nominee will clarify queries on the Technical Data.

**32. Approval by the Engineer-in-Charge or his nominee.**

The Contractor shall submit the makes of material, equipment's, specifications and drawings for proposed Work to the Engineer-in-Charge or his nominee, who is to approve them subject to compliance with the Technical specifications and drawings.

The Engineer-in-Charge or his nominee's approval shall not alter the Contractor's responsibility for the work.

All drawings prepared by the contractor for the work if any, are subject to prior approval by the Engineer In Charge or his nominee before procurement/execution.

**33. 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.

**34. Access to the site**

The contractor shall allow the Engineer in charge or his nominee and any person authorized by him access to the site to any place where work in connection with the contract is being carried out or is intended to be carried out and to any place where materials or plant are being manufactured, fabricated and/or assembled for the work.

**35. Instructions**

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

**36. Safety**

The Contractor shall be responsible for the safety of all activities on the Site.

**Quality Control****37. Identification of Defects**

The Engineer-in-Charge or his nominee shall check the work carried out by Contractor and notify the Defects found if any. The Engineer-in-Charge or his nominee may instruct the Contractor to rectify the Defect.

**38. Correction of Defects**

38.1 The Engineer-in-Charge or his nominee shall give notice to the Contractor of any Defects before the end of the Defects Liability Period (Guarantee Period), which begins at Completion and is defined in the Contract Data. The Defects Liability Period shall be extended for as long as Defects remain to be corrected.

38.2 Every time notice of a Defect is given the Contractor shall correct the notified Defect within the length of time specified by the Engineer-in-Charge or his nominee's notice.

**39. Uncorrected Defects**

If the Contractor has not corrected a Defect within the time specified, the Engineer-in-Charge or his nominee will assess the cost of having the Defect corrected, and the Contractor will pay this amount.

**40. Employer's right of Rejection:**

The employer shall reserve the right to reject a part portion or consignment thereof within a reasonable time after actual delivery thereof at the place of destination, if consignment is not in all respects in conformity with terms & conditions of the contract whether on account of any loss, deterioration or damage before dispatch or delivery or during transit or otherwise whatsoever.

**41. Removal of Rejected goods:**

Rejected goods shall under all circumstances lay at the risk of the contractor from the moment of rejection and if such goods are not removed by the contractor within 21 days from the date of intimation from the Engineer-in-Charge. Engineer-in-Charge may either return to the contractor at the risk and cost of the contractor by such mode of transport as the Engineer-in-Charge may select or dispose of such material at the contractor's risk on his account and retain such portion of the sale proceeds as may be necessary to recover any expenses incurred in such disposals.

**42. Use of Contract Document:**

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

**43. 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 under taken by him in the Port premises.

**44. Deviations:**

The bidder must read the tender document carefully and prepare the bid for submission. It is important to note that deviations, if any, must be brought out clearly in the technical offer, which shall be examined by DEENDAYAL PORT AUTHORITY. If the deviation statement submitted by the bidder does not contain any item, then it shall be construed that the bidder has accepted the same and no request from the Contractor, for any change, shall be accepted by DPA at a later stage. In any case, no change in specifications given in the tender agreement shall be permitted. However, only in unavoidable circumstances, DEENDAYAL PORT AUTHORITY may consider such requests from the Contractor, provided the Contractor submits it's request with adequate justification.

**45. Approvals:**

The Engineer-in-Charge shall give specific approval in writing within 7 Days to Contractor after written submission regarding Makes of Material to be used for the Contract and Drawings, if any to be furnished by the Contractor to Engineer-in-Charge for approval. Any corrections to be suggested by Engineer-in-Charge in drawings, the days taken for rectification in drawings shall be in account of the Contractor.

**46. Third Party Inspection: (Modified as per Clause No. 5 under Special Conditions, Section-III)**

The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.



- i. The Third Party Inspection Agency will carry out approval of drawings if any, material inspection at manufacturer's works/site, dispatch clearance from manufacturer's work, certification for releasing stage payments as per payment terms of contract for all the material as per schedule/work till taken over by DPA.
- ii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iii. The above stage payment 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.**

**47. Bar Chart:**

The Contractor shall submit a bar chart, before signing the agreement, clearly indicating the plan for timely execution of the work. The bar chart must indicate the individual activities and commencement and completion dates of each activity. The bar chart shall be used for monitoring the progress of the work.

**48. 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.

**49. 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 Laborers engaged by them, before commencing the work at site.

This will be a part of Contractual Agreement, as entire Cargo Jetty, Oil Jetty area has been declared as "**Prohibited Area**". Contractor who would be awarded contract is required to comply with the above requirements.

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 4<sup>th</sup> and 19<sup>th</sup> 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.

**50. Registers to be maintained at site**

**1. 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.

**2. 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.

**51. 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.

**52. Tools & Tackles:**

All the tools, tackles, bricks, cement, ladders etc. 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 him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

**53. Hot work: (Modified as per Clause No. 17 under Special Conditions, Section-III)**

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.

**54. Indian Dock Safety Regulations:**

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.

**55. Valid Electrical Contractor License: (Modified as per Clause No 19 of Sec III SCC)**

The contractor shall have valid electrical contractor's license for carrying out electrical work of nature involved in this tender obtained from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6<sup>th</sup> floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration.

**56. Action where no Specifications are specified:**

The work shall be carried out in all respects in accordance with the instructions and requirements of the Engineer-in- Charge.

**57. 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 (excluding GST), duties, fees, Cess etc. and all incidental charges.

**58. Labour License:**

The contractor will have to obtain necessary License from Assistant Labour Commissioner (ALC), Gopalpuri, Gandhidham (Kutch), in case he is engaging ten or more workers on any day during execution of work.

**59. 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 EMD (if any)/SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

**Signature & Seal  
of Contractor**

**SE (E)  
Deendayal Port Authority**

### **SECTION –III**

#### **SPECIAL CONDITIONS**

(These special conditions will supersede the General Condition and ITB wherever applicable)

**1.0** Payment Terms (Cl. 7 of Section II is replaced as below):

<b>I</b>	<b><u>1<sup>st</sup> Monthly AMC payment will be released only on submission of</u></b>
a	A certificate from the SDO that the list of spare parts in the manner mentioned in clause no. 9 (1) of Section III in respect of the crane which is in working condition.
b	Submission of performance security and contract agreement
c	Labour License valid till the contract period
d	a certificate from SDO that staff engaged by the contractor is as per the credential given in the accepted tender.
e	a certificate from SDO that insurance policy has been submitted by the contractor at the time of commencement of work and the same has been accepted.
f	a certificate from SDO that the contractor has brought the OEM on the site within the time period mentioned in clause no. 9 of Section-III of the accepted tender.
<b>Note:</b> Full payment of a crane will commence only after submission of list of spare parts in the manner mentioned in clause no. 9 (1) of Section III in respect of the crane, which is in working condition.	

<b>II</b>	<b><u>Monthly AMC payment will be released only after submission of</u></b>
a	certificate issued by the SDO that the contractor is maintaining the required no. and quantity of the consumables as well lubrications as per the conditions of the accepted tender.
b	roaster for deployment of staff in shifts for the month as per the conditions of the accepted tender for the month for which payment is claimed
c	Submission of labour report for the period for which payment is claimed.
d	bank statement showing salary paid to the staff engaged by the contractor for the month for which payment is claimed
e	copy of challan towards payment of PF subscription To the staff engaged by the contractor.
f	a statement showing the availability of cranes.
g	day and shift wise attendance report of the staff engaged by the contractor for the month for which payment is claimed.
h	statement showing the penalty calculation
i	Maintenance schedule filled up and complete in all respect
j	TPI report for the month for which payment is claimed.
k	Compliance of observation raised by TPI during previous month duly signed by SDO and TPI.
l	a certificate by the contractor about replacement of any staff which has been earlier accepted by DPA.
m	a certificate by the SDO that during the period for which the monthly payment is claimed, the contractor has engaged the staff as per the required credentials mentioned in the accepted tender.
n	a statement by the SDO about the condition of the grabs during the period for which the monthly payment is claimed.

o	a certificate by the SDO that the insurance policy submitted by the contractor is valid during the period for which the monthly payment is claimed.
p	shift-wise through put report of crane operation as per the format provided by EIC.
<b>Note:</b>	
(i)	Above documents are not exhaustive, the contractor is required to submit document/information as required by EIC from time to time during the contract period.
(ii)	The monthly payment will be released after deduction of tax, penalty, if any or any other charges applicable as per the conditions of the accepted tender.

<b>1.1</b>	<b>At the time of taking over of crane by the contractor on as and where basis,</b>
(A)	if any crane is lying idle for a period of 12 months but it is in working condition with the written approval of the DPA, the replacement of oil and lubrication will be carried out by the contractor and the cost towards such one-time replacement of oil and lubrication will be reimbursed by DPA on submission of the invoice raised by the supplier in favour of the contractor alongwith the convenience charges of 4% of the total cost.
<b>Note :</b>	
(i)	The process of procurement of spare and payment will be regulated as per clause no. 09 of Section-III of the accepted tender.
(ii)	The decision of one-time replacement of oil and lubrication will be final and binding on the contractor.
(iii)	During such period, payment and requirement of staff will be regulated as per clause no. 1.2 of Section-III of the accepted tender.
(iv)	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

<b>(B)</b>	<b>If any of the crane is in non-working condition at the time of taking over</b>
	If any of the crane is in non-working condition at the time of taking over the same in the beginning of the contract, the contractor is required to take necessary action for putting the crane into working condition by carrying out major repair or other than major repair as per the process and condition of the clause no. 10 of Section-III of the accepted tender.
<b>Note:</b>	
(i)	The contractor is liable for putting the crane into working condition only as per clause no. 1.1 (C) of Section-III of accepted tender. For making the crane traffic operation worthy i.e. replacement of wire ropes etc., the cost spare parts will be borne by DPA as per clause no. 9 of Section-III of the condition of the accepted tender.
(ii)	At the time of taking over the crane by the contractor on as and where basis as per clause no. 1.1 of Section III of the accepted tender, for non- working cranes, the payment and requirement of staff will be regulated as per clause no.1.2 of Section-III of the accepted tender.
(iii)	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

(C)	<b>Parameters for considering crane in working condition</b>
	After every major repair or repair other than major repair, the crane will be considered for acceptance only after contractor shows basic five crane movements successful to the satisfaction of EIC as under:  (1) Travel movement (2) Hold Movement (3) Close Movement (4) Luff Movement (5) Slew Movement

(D)	<b>Withdrawal of cranes during the currency of the contract</b>
(a)	During the currency of the contract, DPA may withdraw any or all crane from full-fledged maintenance work by giving written notice to the contractor due to any reason which is not attributable to the contractor.
<b>Note</b>	
(i)	In such cases, the contractor will be paid 50% of the monthly AMC cost of the particular crane and 05 nos. of staff will be allowed for reduction engaged by the contractor for that particular crane.
(ii)	The contractor is required to perform basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.
(b)	During the currency of the contract, if the crane is required to be withdrawn due to poor maintenance, breakdown, non-working of crane, non-operation worthy of crane or any other reason not attributable to DPA
<b>Note:</b>	
(i)	In such cases, monthly payment and requirement of staff will be regulated as per clause no. 1.2 of Section-III of the accepted tender till the crane (s) are put into traffic operation.
(ii)	The contractor is required to perform round the clock basic maintenance works cranes including maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

1.2	Reduced rate and staff strength during the currency of the contract		
	Period	Rate of monthly payment	Per crane reduction of staff
	From 11th day	20% of the monthly AMC cost of the particular crane	Maximum 7 staff/crane

## 2 Insurance (Cl. 8 of Section II is replaced as below):

The contractor shall provide in the joint names of the employer and the contractor, insurance cover from the start date to the end of maintenance period for the following events, which are due to the contractor risk:

- a) Personal injury or death.

### 3 Liquidated Damages [Penalty] (Cl. 11 of Section II is replaced as below):

**(I)** The Contractor shall ensure that every Harbour Mobile Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for planned / preventive maintenance, Each Crane should be available minimum 90% of total hour per month failing which penalty of Rs. 1000.00 per hour and part thereof and per crane will be imposed.

**Availability** calculation shall be computed as under.

Penalty calculation of Harbour Mobile cranes on monthly basis.

Period (Monthly)	Total hour in month	Number of hours the equipment's are available for work. <b>A-(C+D)</b>	Number of hours the equipment are under major overhaul or under scheduled (or periodic) maintenance or under preventive maintenance in a month.	Number of hours the equipment are under break down maintenance in a month	Minimum availability of 90% (in hours) A*90%	Hours for which penalty to be imposed in case (B) is less than (E)  <u>(E-B)</u>
	A	B	C	D	E	F

**A** = Number of possible equipment hours in a month (24 hours may be taken if the port operate in three shifts. If the port is operating on in two shifts, 16 hours may be considered.

= Number of equipment in the fleet x number of equipment in the fleet x number of days in a month x 24

**B** = Number of hours the equipment are available for work.

**C** = Number of hours the equipment are under major overhaul or under scheduled (or periodic) maintenance or under preventive maintenance in a month.

**D** = Number of hours the equipment are under break down maintenance in a month

### **(II) SHORTFALL OF STAFF:**

In case of any shortfall in deployment of maintenance staff as per Clause no. 7 of Scope of work, penalty at the following rate will be levied:

- Site Engineer - Rs. 3000/- per day
- Mechanical / Hydraulic Engineer - Rs. 2000/- per day
- Technician & Skilled Staff - Rs. 1000/- per day
- Remaining Staff - Rs. 800/- per day

**(III)** In the cases when the contractor is repeating the staff on overtime, the contractor is required to submit the documentary proof of payment of overtime at the rate applicable as per government norms. In case the contractor fails to submit the documentary proof or it is noticed that payment of overtime is not at the rate applicable as per government rates, it will be considered that the contractor has not engaged any person on that particular shift and penalty will be imposed as per clause no. 3 (II) above.

However, at the time of submission of next monthly payment, the contractor is required to make good the less overtime payment paid in previous month and submit the documentary proof, failing which penalty of Rs, 20,000.00 per shift of overtime booking per such cases will be levied till submission of documentary evidence.

**(III) Non-submission of roaster for deployment of staff.**

The contractor is required to submit the roaster for deployment of staff before commencement of AMC work and on each month. If the contractor fails to submit the same and get approval of EIC, a penalty of Rs.1000.00 will be levied.

**(IV) Delay in commencement of AMC work.**

If the contractor fails to commence the work with full-fledged staff and with other requirements as per tender condition, penalty at the rate of Rs. 10,000.00 per day will be imposed.

**(V) Non maintenance of required quantity of consumables and lubrications.**

During the contract period, if it is noticed that the contractor is not maintaining the nos. and quantity of consumables and lubrications as per the tender condition, penalty of Rs. 2000.00 per consumables/lubrications will be levied till the same is brought or top up as per the requirement of tender condition.

Moreover, during the currency of the contract, DPA may give written orders to add new consumables/lubrications and its quantity. Such consumables/lubrications is required to be brought by the contractor within 30 days from the date of issue of written order by DPA. From 31<sup>st</sup> day, a penalty of Rs. 2000.00 per consumables/lubrications will be levied.

**(VI) Non maintenance of grabs**

As per the certificate given by the SDO, if cargo is getting leaked from the grabs, a penalty of Rs. 2000.00 per month per grab will be levied till the date it is repair by the contractor to the satisfaction of EIC.

**(VII) Non engagement of OEM**

If the contractor fails to bring the OEM on the site within the time period mentioned in clause no. 16 of Section III of the accepted tender, a penalty of Rs. 5000.00 per day will be levied.

In case of considerable delay at the discretion of EIC, DPA will engage the OEM at the risk and cost of the contractor and in such case, the penalty will be levied till the date of site visit made by the authorized representative of DPA.



### **(VIII) Non completion of activity mentioned in the maintenance schedules**

In a month for which monthly payment has been claimed by the contractor, for non-execution of activity mentioned in the maintenance schedule, a penalty of Rs. 5000.00 will be levied per activity per month till the same is carried out by the contractor.

The penalty will not be levied if a written extension is given by EIC for carrying out such a maintenance activity mentioned in the maintenance schedules in a future date. However, such extension will be given only once for that particular activity for that particular month in which it was to be carried out.

### **Penalty for non-availability of cranes is not applicable**

- 1) For the period consumed for putting the crane in working condition when cranes were in non working condition at the time of handing over of cranes to the contractor
- 2) During the period, DPA withdraws any or all crane from full-fledged maintenance work by giving written notice to the contractor due to any reason which is not attributable to the contractor.

**Note :** The maximum amount of penalty will be 100% of the contract value.

#### **4. Employer's Obligation (Cl. 30 of Section II is replaced as below):**

The site office will be provided by DPA free of cost as and where, if available inside Cargo Jetty Area including water for work and electricity. If required by the contractor, two quarters will be allotted, if available at DPA Kandla Colony, on chargeable bases as per prevailing rate & rent as per DPA Norms during the tenure of contract and the same shall be handed over by contractor on completion of contract to DPA, failing which standard rent as per prevailing DPA norms will be deducted & stern action will be initiated. Last month's payment towards AMC charges will be released after deduction of all kind of dues arise out of anything and subject to handing over the Quarter/Quarters, Office Rooms allotted to the contractor.

Besides the existing office space & store allotted to the Contractor, should there be any need for additional requirement for office space /store, if available, will be allotted on chargeable bases and its electricity bill is also to be borne by contractor as per DPA Norms.

#### **5. Third Party Inspection (Cl. 46 of Section II is replaced as below):**

DPA shall appoint the TPIA for monitoring the AMC work, if any observations/queries are made by Third Party Inspection Agency (not because of want of Spares which are in DPA scope); the same shall be complied by Contractor before the next schedule visit. The TPIA will check and certify the same. Payment for subsequent month may withhold if any queries raised by TPIA are not complied by AMC Contractor (under the scope of AMC works). The charges incurred for Third Party Inspection Agency will be borne by DPA.

6. The work will be allowed to be commenced only after valid insurance cover as per clause no. 2 of Section-III is submitted by the contractor.
7. Contractor / Service provider / Supplier etc. has to ensure timely and proper filling of GSTRI so that Deendayal Port Authority can avail input tax credit in timely manner. In case DPA not allowed Input tax credit due to failure on part of the contractor / service provider / Supplier etc. it will be a financial loss to DPA and therefore same shall be recovered from the payment/ deposit of the contractor / service provider / Supplier.
8. During the execution of the work, if any port property is damaged by the contractor, the rectification/replacement cost of the same will be recovered from the contractor.

## 9. **Spare parts**

<b>Purchase of spare parts</b>	
(1)	<p>When the cranes are taken over by the contractor as and where basis and it is established that the cranes are in working condition as per clause no. 1.1 (C) of Section-III of the condition of the accepted tender, a detailed examination of the cranes will be carried out by the contractor and a list of spare parts will be prepared for maintaining inventories during the contract period only. The list of spare parts must be given in the categories of fast moving, slow moving, critical and spare parts having lead time of more than 6 months for ensuring un-interrupted operations as per the OEM maintenance plan.</p> <p>The documents as mentioned in clause no. 9 (1) (A) and (B) shall be submitted within a period of 30 days from the date of acceptance of cranes as working condition as per clause no. 1.1 (C) of clause no. III of the condition of the accepted tender.</p> <p>The spare part is required to be procured by the contractor from OEM / Indigenous / local supplier as decided by DPA, after getting written intimation of Engineer-in-Charge.</p> <p>In this regard, the contractor is required to submit the following documents.</p>
(A)	<b><u>Procurement from OEM/OEM Authorized firm</u></b>
	<p>A list of required spare parts.</p> <p>A report containing justification for requirement of such spare parts.</p> <p>Certificate of being OEM or authorized dealership certificate</p> <p>Offer of OEM / Authorized Dealer / Retailer of the spare parts to be procured</p> <p>A certificate from OEM/authorized dealer that the rate quoted by them is same as being quoted to other government agencies.</p>
(B)	<b><u>Indigenous supplier /local supplier.</u></b>
	<p>A list of required spare parts.</p> <p>A report containing justification for requirement of such spare parts.</p> <p>List of Indigenous / local supplier with address and contact no.</p> <p>DPA will finalize the rates with such indigenous/local supplier.</p> <p>The contractor is required to place the supply order in favour of such indigenous/local supplier on the rates finalized by DPA.</p>
<b><u>Note :</u></b>	
(i)	In absence of list of spare parts any breakdown shall be treated on the account of contractor.
(ii)	The actual cost of procurement will be reimbursed to the contractor by DPA alongwith convenience charges at the rate of 4% of the total value.
(iii)	The spare parts purchased by the contractor under this contract will be the property of DPA. After completion of the contract period, the same will be handed over by the contractor to DPA without charging any cost.
(iv)	During the currency of the contract also the cost of spare parts will be reimbursed by DPA.
(v)	The spare parts which has become unserviceable due to fault or poor maintenance of the contractor, the replacement cost of the same will be borne by the contractor.

## 10. **Major Repair**

The major repairs are identified as under:

Sr. No.	Particulars
1	Slew Bearing failure
2	Any structural failure
3	Main boom assembly - failure of boom pin
4	Diesel Engine breakdown
5	Programmable Logic Control (PLC)

<b>(A)</b>	<b>In case of major repair which needs be carried out by the contractor without engaging separate contractor during the currency of the contract, following conditions will apply :</b>
(i)	DPA will reimburse total cost (including consumable and lubrication) to the contractor.
(ii)	In case the party/unit/machine of the cranes is required to be taken out of port area in the work shop of the contractor, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(iii)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the book value of the cranes. The book value of the crane will be intimated by DPA. The original copy of the insurance policy should be submitted to EIC.
(iv)	The rate of the same will be finalized by DPA with transporter/insurance firm/clearing agent. The contractor is required to place the order in favour of such firms on the rates finalized by DPA.
(v)	DPA will also reimburse the cost of transportation/insurance/clearing agent on the strength of the invoice raised by the firm.
(vi)	For any damage/loss/theft or any other incident, the replacement cost of the same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(vii)	DPA will not reimburse the cost of penalty/demurrage imposed by the any firm on the contractor.
(viii)	Ensuring timely completion of the work will rest with the contractor.
(ix)	Completion of all documentation work and liasoning, if any, is to be carried out by the contractor.

<b>(B)</b>	<b>In case major repair which needs be carried out by a separate contractor during the currency of the contractor, following conditions will apply:</b>
(i)	the repair work should be given to OEM or OEM authorized firm or any other party as proposed by the contract and with the written approval of DPA. The decision of DPA will be final and binding on the contractor.

(ii)	the contractor will obtain the offer from OEM or OEM authorized firm or any other party and submit the same to DPA.
(iii)	DPA will finalize the rates with such OEM or OEM authorized firm or any other party.
(iv)	The contractor shall place the work order in favour of such OEM or OEM authorized firm or any other party on the rates and scope of work so finalized by DPA.
(v)	DPA will reimburse total cost (including consumable and lubricants) to the contractor.
(vi)	In such reimbursement, no convenience charges will be paid by DPA.
(vii)	In case the party/unit/machine of the cranes is required to be taken out of port area, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(viii)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the value of the intimated by EIC. The original copy of the insurance policy should be submitted to EIC.
(ix)	The rate of the same will be finalized by DPA with transporter/insurance firm/clearing agent. The contractor is required to place the order in favour of such firms on the rates finalized by DPA.
(x)	DPA will also reimburse the cost of transportation/insurance/clearing agent on the strength of the invoice raised by the firm.
(xi)	For any damage/loss/theft or any other incident, the replacement cost of the same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(xii)	DPA will not reimburse the cost of penalty imposed by the any firm on the contractor.
(xiii)	Ensuring timely completion of the work will rest with the contractor.
(xiii)	Completion of all documentation work, if any, is to be completed by the contractor.

<b>(C)</b>	<b>In case repair (other than major repairs) which needs be carried out by a separate contractor during the currency of the contract, following conditions will apply:</b>
(i)	The repair work should be given to OEM or OEM authorized firm or any other party with the written approval of DPA.
(ii)	DPA will reimburse the cost of spare parts only to the contractor.
(iii)	In such reimbursement, no convenience charges will be paid by DPA.
(iv)	In case the party/unit/machine of the cranes is required to be taken out of port area, the liability of sending such part/units/machine of the crane and bringing back the same will solely rest with the contractor.
(v)	The cost towards transporter/insurance firm/clearing agent etc. will borne by the contractor.
(vi)	The party/unit/machine of the cranes will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the value of the intimated by EIC. The original copy of the insurance policy should be submitted to EIC.

(vii)	For any damage/loss/theft or any other incident, the replacement cost of the same will be recovered from the contractor. If the damage/loss/theft is covered under the insurance policy, the differential amount between the insurance claim admitted and paid by the insurance firm and the replacement cost, will be recovered from the contractor.
(viii)	For ensuring timely completion of the work will rest with the contractor.
(ix)	Completion of all documentation work and liasoning, if any, is to be completed by the contractor.
<b>Note:</b>	
(i)	The process of purchase of spare parts for repair work as mentioned in clause no. 10 of Section-III and payment will be regulated per clause no. 9 of Section-III of the condition of the accepted tender.

<b>11</b>	<b><u>Consumables and lubrications</u></b>
(i)	The consumables are required to be brought by the contractor at his own cost.
(ii)	The lubrications (except at the event of one time replacement complete replacement as per clause no. 1.1 (a) are required to be brought by the contractor at his own cost.
(iii)	A tentative list of consumables and lubricants and it's minimum quantity which is required to be maintained by the contractor during the currency of the contract is placed at Annexure - IX.
(iv)	It may be noted that the said list is tentative only and the contractor is required to study the requirement and keep the required quantity.
(v)	Moreover, during the currency of the contract, DPA may give written orders to add new consumables and quantity which is required to be brought by the contractor without charging extra cost.
(vi)	The consumables and lubrications purchased by the contractor under this contract will be the property of DPA. After completion of the contract period, the balance quantity will be handed over by the contractor to DPA without charging any cost.

## **12. Integrity Pact:**

Integrity Pact agreement duly uploaded by DPA with signed and stamped of two witness signature and the bidder should be submitted it with two witness (witness sign also to be obtained 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.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counterparty" means "Vendor / Supplier / Contractor".

If a Counterparty commits a violation of its Commitments and Obligations under the kptk Program during bidding process, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counterparty after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee(s) and other payments to Counterparty in such cases.

**13. Extension of contract period**

The Maintenance contract can be extended for a period up to 12 months from the date of completion on the monthly rate applicable in the final year of AMC as well as on same terms and conditions with mutual consent.

**14. Maintenance schedule**

A tentative maintenance schedule is placed as Section X. EIC can modify the same during the currency of the contract which is binding on the contractor.

**15. Reduction in monthly AMC payment in case in reduction of staff due to change in shift timing.**

The shift timings mentioned in clause no. 8 of Section V is subject to the order issued by DPA management from time to time.

In case, DPA management decides for applicability of less than three shifts, the contractor is required to reduce the strength of the staff who are engaged in different shifts (except general shift). Accordingly, there will be reduction of payment to the contractor in respect of such reduced staff calculated on the basis of minimum wages (skilled/unskilled work) declared by state government from time to time.

**16. Mandatory visit of OEM during the currency of the contract.**

On the written instruction of EIC, the contractor is required to engage authorized representative of OEM at his own cost for once during the entire contract period.

The contractor is required to ensure the site visit of the authorized representative of OEM within 10 days from the date of issue of written intimation by EIC.

Deployment of OEM may be considered for "actual site requirement".

**Note:** Apart from engagement of authorized representative of OEM as mentioned above, if contractor feels necessary for the expertise of OEM for any reason, the cost of the same will be borne by the contractor only.

**17. Hot work: (Cl. 53 of Section II is replaced as below):**

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

**18. Right of first refusal (Deleted)**

In case, M/s. Italgru India Pvt. Ltd. is not amongst L1 or L2 for any of the cranes, after completion of proceeding mentioned at clause no. 19 of Section-III and once lowest offers have been freezed for both the cranes, first right of refusal will be given to the existing AMC contractor M/s. Italgru India Pvt. Ltd. being OEM authorized firm, provided they should participate in the bidding process and their price bid is opened. They should agree to match with the lowest rates/negotiated rates offered for both the cranes.

19. The clause no. 55 of GCC of section-II is modified and shall be read as under:- The Contractor shall have valid electrical contractor's license issued by their respective state for carrying out electrical work of nature involved in this tender obtained from the competent authority of their respective states without which the tender shall not be accepted. Contractor shall submit certificate and copy of the license in lieu of the same for consideration. **(Not Applicable in case of OEM authorized firm)**
20. The rates shall be inclusive of all taxes duties payable by them (except GST). Income tax at prevailing rates and surcharge as applicable thereon shall be deducted at source by DEENDAYAL PORT AUTHORITY in accordance with Income Tax act in accordance with instruction issued by TAX Authorities on this behalf from time to time for this TDS will be given. The deduction of TDS @2% under GST act shall be made.
- The TDS under GST Act is required to be deducted @2% (1% CGST and 1%SGST or 2% IGST) from payment / credit given to contractors / professionals and others for the work order /contracts exceeding Rs.2,50,000.00/-
- Contractor / service provider / supplier etc. has to ensure timely and proper filling of GSTR 1 so that DPT can avail input tax credit in timely manner. In case DPT not allowed input tax credit due to failure on part of the contractor / service provider / supplier etc., it will be a financial loss to the DPT and therefore same shall be recovered from the payment / deposit of the contractor / service provider / supplier etc.
21. The clause no. 4.2(n) of Section-I is not applicable.
22. The clause no. 6 of Section-I & clause no 28 (a) & (b) is not applicable.

**Signature & Seal  
of Contractor**

**SE (E)  
Deendayal Port Authority**

## **SECTION – IV**

### **FORMS OF BID**

#### **Part – I**

##### **To be submitted by Bidders with their Bids**

NOS. OF FOMAT	NAME OF FORMS/FORMAT
1	Form of application
2	Pre-qualification of bidders
3	Format for declaration
4	Letter of authority for submission of bid
5	Exceptions & Deviations
6	Specimen EMD (BANK GURANTEE FORMAT)
7	FORMAT OF BID SECURITY DECLARATION FROM BIDDERS

#### **Part – II**

##### **To be used by successful Bidder**

NOS. OF FORMAT	NAME OF FORMS/FORMAT
8	Letter of Award
9	Agreement form
10	Specimen bank guarantee of Performance Guarantee/Security Deposit
11	Letter of authority from bank for all BGs
12	Format of Extensions (Part – I)
13	Format of Extension (Part-II)



**SPECIMEN OF APPLICATION**

(To be executed on bidder's letter head)

To  
The SUPERINTENDING ENGINEER  
DEENDAYAL PORT AUTHORITY  
(Address\_\_\_\_\_)

Pin Code:\_\_\_\_\_  
Dist- Kutch (Gujarat)

We, the undersigned, declare that:

- (a) We have examined and have no reservations to the tender documents, including addenda and clarifications issued vide .....
- (b) We offer to execute the work in conformity with the tendering documents and in accordance with the delivery schedules specified in the schedule of requirements in accordance with the tender document bearing no **(insert no.)**
- (c) Our tender shall be valid for the period of 120 days, from the date fixed for the tender submission deadline and it shall remain binding upon us and may be accepted at any time before the expiration of that period or any extended period.
- (d) If our tender is accepted, we commit to submit a performance guarantee for the due performance of the contract, as specified in specimen form for the purpose.
- (e) No Joint Venture / Joint Venture.
- (f) Our firm, its affiliates or subsidiaries- including any subcontractors or contractors for any part of the contract – has not been declared ineligible by the port, under laws of India or official regulations.
- (g) We understand that this tender, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract agreement is prepared and executed.
  - I. We understand that you are not bound to accept the lowest evaluated tender or any other tender or you can also split the work that you may receive.
  - II. We also make a specific note clause of [ITB, NIT] under which the contract is governed.

Signed: [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the form of tender]

Name:[insert complete name of person signing the form of tender]

Duly authorized to sign the tender for and on behalf of: [insert complete name of tenderer]

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_(insert date of signing)

**Form -2****Specimen format for Pre-qualification of bidders**

The information to be filled in by the bidder in the following pages will be used for purposes of pre-qualification as provided for in the instructions to Tenderer.

**1. Only for individual bidders**

- 1.1 Constitution of legal status of Bidder (Attach copy)
- Place of registration:
  - Principal place of business
  - (power of attorney of signatory of Bid (Attach)

**2. Turnover of the Firm**

Description	Year	Turn over
(insert the year as per PQC) i.e. last three financial years ending 31st march of the previous year	2020-21	
	2021-22	
	2022-23	

Attachment: financial reports for the last three years: balance sheet, profit and loss statements, auditor's reports (in case of companies/corporation) etc. List them below and attach copies.

Attested Copy of Annual Turnover during Last Three Year Ending on **March 2023**

**3. Similar works**

Particulars	Year	No. of Woks	Value
Total value of completed Similar work as defined in the tender document during last 07 years.	2016-17		
	2017-18		
	2018-19		
	2019-20		
	2020-21		
	2021-22		
	2022-23		

Attachments: Supporting documents, viz., Successful completion certificate from clients, other documentations to substantiate the similarity of work as per definition of "Similar Work". Employer reserves the right to verify the information:

**4. Information on bid capacity (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid.**

1. Existing commitments and on-going works.

Description of work	Place & State	Contract No. & Date	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Value of remaining to be completed	Anticipated date of completion
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>

## 2. Works for which bids already submitted

Description of work	Place & State	Name & Address of Port or Dept.	Value of Contract in Rs.	Stipulated Period of Completion	Date when decision is expected	Remarks if any
<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>

Attach attested certificates.

**5. Information on litigation history in which the bidder is involved.**

Other party (ies)	Port	Cause of dispute	Amount	Remark involved showing present status.

**6. Additional information bidder may like to submit**

Duly authorized to sign this authorization on behalf of: (insert complete name of Tenderer)

Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ (insert date of signing)

**Tendering Forms****Form-3****SPECIMEN FORMAT FOR DECLARATION**

(To be executed on bidder's Letter Head)

To. \_\_\_\_\_  
(Project title)

Ref: \_\_\_\_\_

The undersigned, having studied the pre-qualification submission for the above mentioned project, hereby states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) That, in case of being pre-qualified, we acknowledge that the 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 firm 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 procure is full and final for all legal/contractual obligations.
- (f)** We also declare that, our firm has not been banned / de-listed by any government or PSUs.
- (f) 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 Applicant: \_\_\_\_\_

Represented by (Name &amp; capacity) \_\_\_\_\_

**Form-4****SPECIMEN LETTER OF AUTHORITY FOR  
SUBMISSION OF BID**

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

To  
The  
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 {copy of board  
resolution attached (in case of company)} for tender no. ----- for the work of \_\_\_\_\_  
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:

**EXCEPTIONS AND DEVIATIONS**

As pointed out in the Tender Call Notice, Bidder may stipulate here exceptions and deviations to the bid conditions, if considered unavoidable.

Sr. No.	Page No. of Bid Document	Clause No. of Bid Document	Subject Deviation

Note: However, the Bidders may note that unacceptable deviations, if any, the bid shall be liable for rejection. Bidder is discouraged to deviate from bid conditions, specifications, delivery schedules, and commercial terms as per the tender document.

Duly authorized to sign this authorization on behalf of: [insert complete name of Tenderer]

Date on\_\_\_\_\_day of\_\_\_\_\_,\_\_\_\_\_ [insert date of signing]

**Specimen EMD (Bank Guarantee Format)**

[The Bank shall fill in this Bank Guarantee Form in association with the instructions indicated.  
To be executed on Rs. 300/- non Judicial Stamp Paper]

---

(Bank's name and address of Issuing Branch or Office)

Beneficiary: (Name and Address of Employer/Board) The Board of Deendayal Port Authority

Date:

Tender Guarantee No.:

We have been informed that [name of the Tenderer] (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tenderer") for the execution of [name of contract] under Invitation for Tenders No.[Number]. Furthermore, we understand that, according to your conditions, Tenders must be supported by an EMD.

At the request of the Tenderer, we [name of Bank] hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of [amount in figures] ([amount in words]) upon receipt by us your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

**(a)** Has withdrawn its Tender during the period of tender validity specified by the Tenderer in the Form of Tender; or

**(b)** Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Form of Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Tenderers.

This guarantee will expire unless otherwise extended or informed by the Employer/ Board:

**(a)** If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or

**(b)** If the Tenderer is not the successful Tenderer, upon the earlier of

(i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or

(ii) Twenty-eight days after the expiration of the Tenderer's tender or any extended period thereof;

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date.

---

[Signature(s)]

[Authorization letter from the issuing bank that the signatory of this BG is authorized to do so should also be enclosed]

**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** year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

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

Name: (insert complete name of person signing the Bid Securing Declaration)  
 Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

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



**LETTER OF AWARD FORMAT**

No: \_\_\_\_\_

Date: \_\_/\_\_/\_\_\_\_

To \_\_\_\_\_

(Name and Address of the Contractor)

Sub: Tender No. EL/WK/2826

(Name of Work)

Ref : Your bid dated

And (list the correspondence with the Bidder)

Dear Sirs,

With reference to your above offer and subsequent correspondences on the subject, we are pleased to inform you that your offer has been accepted by the competent authority and you are hereby requested to initiate actions for fulfilment of all necessary formalities, as indicated in the tender document for the above said work, at the earliest.

The Engineer-In-Charge for this work shall be Mr.\_\_\_\_\_. Agreed Schedule date of commencement of the work is \_\_\_\_\_ and Schedule date of completion of the work is \_\_\_\_\_. Total Contract Price is ₹\_\_\_\_\_.

You are requested to sign the Agreement and fulfil other formalities as per the Tender conditions.

**Yours faithfully, (Signature of the controlling Officer)****CHIEF MECHANICAL ENGINEER****DEENDAYAL PORT AUTHORITY**

**SPECIMEN CONTRACT AGREEMENT**

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

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

This agreement made of this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand between the Board of Deendayal Port Authority a body corporate under Major Port Authorities Act, 2021 having its Administration Office Building at Gandhidham (Kutch) (hereinafter called the 'Board' which expression shall unless excluded by or repugnant to the context, be deemed to include their successors in office) of the one part and \_\_\_\_\_ (Name and address of all the partners if a partnership with all their address) hereinafter called the 'Contractor' 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 Contractor has offered to execute and complete such work.

WHEREAS the Contractor has deposited the Performance security deposit @ 10% of contract price amounting to Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only) .

In following manner for the due fulfillment of all the conditions of the contract.

- 1) Rs.\_ paid in form of Bank Guarantee Truct ( to be submitted within 21 days of issue of LOI)
- 2) Balance amount of Rs.\_ to be recovered from the work bills.

**NOW THIS AGREEMENT WITHINESS AS FOLLOWS:-**

1. In this agreement words and expression shall have the same meaning as are respectively assigned to them in the general condition (including special conditions, if any) of contract hereinafter referred to.
2. The following documents shall be deemed to form and read as construed part of this agreement viz.:
  - i) Notice inviting tender.
  - ii) Technical specifications.
  - iii) Special conditions of contract.
  - iv) Tender submitted by the Contractor.
  - v) The Board's "Drawing".
  - vi) The schedule items of work with quantities and rates.
  - vii) Any correspondence made between the Superintending Engineer (E) and the Contractor after opening of the cover-I—as regards to contain clarifications/details called for vice versa.
  - viii) Common terms and conditions offered to Contractor 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.

3. The Contractor hereby covenants with the Board to complete the work of \_\_\_\_\_ in conformity in all respects, with the provisions of the contract.
4. The Board hereby covenants to pay the Contractor in consideration of such completion of the works, the contact 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 Contractor in the presence of:-

Witness

1. Name & Address \_\_\_\_\_ Signature of Contractor  
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 Deendayal Port Authority affixed in the presence of:

1. \_\_\_\_\_

2. \_\_\_\_\_ Secretary  
DEENDAYAL PORT AUTHORITY

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

(To be executed on Rs. 300/- non-judicial Stamp Paper)

To,  
 The Board of Authorities of Deendayal Port Kandla,  
 DEENDAYAL PORT AUTHORITY  
 A.O. Building, P.O. Box  
 No.50, Gandhidham-Kutch.

1. In consideration of the Board of Deendayal Port Authority incorporated by the Major Port Authorities 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 exempt \_\_\_\_\_(hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and condition of the contract, vide

\_\_\_\_\_ (Name of the Department)'s letter No. \_\_\_\_\_ 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 fulfillment by the said contractors of the terms and condition 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 by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, \_\_\_\_\_(Name of Bank) (Name of Branch), do hereby 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 the contractors 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, (Name of Bank and Branch), undertake to pay to the 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 there under and the Contractor(s) shall have no claim against us for making such payment.
4. We, \_\_\_\_\_(Name of Bank and Branch), further agree with the Board that the 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 at 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, (Name of Bank and Branch), further agree with the Board that the 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 LETTER OF AUTHORITY FROM BANK**  
**FOR ALL BGs**

(To be executed on Bank's Letter Head)

Date:

To,  
The Board of Authorities of Port [insert port],

Dear Sir,

Sub: Our Bank Guarantee No. \_\_\_\_\_  
dated \_\_\_\_\_ or Rs. \_\_\_\_\_ favoring yourselves  
issued on a/c of

M/s. \_\_\_\_\_  
(Name of contractor)

.....

We confirm having issued the above mentioned guarantee favoring yourselves, issued on account of M/s. \_\_\_\_\_ validity for expiry upto date \_\_\_\_\_ and claim expiry date up to \_\_\_\_\_. 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

**DEENDAYAL PORT AUTHORITY**  
**Form of application by the Contractor for seeking extension of time**

**Part – 1**

1. Name of Contractor
2. Name of work as given in the agreement
3. Agreement No.
4. Estimated amount put to tender
5. Date of commencement of work as per agreement
6. Period allowed for completion of work as per agreement
7. Date of completion stipulated in agreement
8. Period for which extension of time has been given previously:
  - (a) 1<sup>st</sup> extension vide EE's No.      Dated      Month      Days
  - (b) 2<sup>nd</sup> extension vide EE's No.      Dated      Month      Days
  - (c) 3<sup>rd</sup> extension vide EE's No.      Dated      Month      Days
  - (d) 4<sup>th</sup> extension vide EE's No.      Dated      Month      Days
 Total extension previously given.
9. Reasons for which extensions have been previously given (Copies of the previous application should be attached)
10. Period for which extension is applied for
11. Hindrance on account of which extension is applied for with dates on which hindrances occurred and the period for which these are likely to last.
  - a) Serial No.
  - b) Nature of hindrance
  - c) Date of Occurrence
  - d) Period for which it is likely to last
  - e) Period for which extension required for this particular hindrance
  - f) Overlapping period if any, with reference to item.....
  - g) Net extension applied for
  - h) Remarks, if any.
 Total period on account of hindrance mentioned above.....  
 Month ..... Days
12. Extension of time required for extra work
13. Details of extra work and amount involved:
  - (a) Total value of extra work
  - (b) Proportionate period of extension of time based on estimated amount put to tender on account of extra work.
14. Total extension of time required for 11 & 12  
 Submitted to the Sub-Divisional Officer.....

**Signature of Contractor**  
**Date:**

**DEENDAYAL PORT AUTHORITY**  
**APPLICATION FOR EXTENSION OF TIME**

**PART II**  
**(To be filled in by the Sub-Divisional Office)**

1. Date of receipt of application from .....Contractor for the work of..... in the Sub-Divisional Office.
2. Acknowledgement issued by S.D.O. vide his No ..... dated
3. Remarks of S.D.O.  
 (on the reasons given by the contractor are correct and what extension, if any, is recommended by him. If he has not recommended the extension, reasons for rejections should be given.)

Signature of Divisional Officer

Dated:

**(To be filled in by the Superintending Engineer)**

1. Date of receipt in the Divisional Office.
2. Executive Engineers remarks regarding hindrances mentioned by the Contractor.
  - (1) Serial No.
  - (2) Nature of hindrance
  - (3) Date of occurrence
  - (4) Period for which hindrance is likely to last
  - (5) Extension of time applied for by the contractor
  - (6) Overlapping period, if any, giving reference to Items which overlap.
  - (7) Net period for which extension is recommended
  - (8) Remarks as to why the hindrance occurred  
And justification for extension recommended.
3. Superintending Engineer's recommendations:  
 (The present progress of the work should be stated and whether the work is likely to be completed by the date up to which extension has been applied for. If extension of time is not recommended, what compensation is proposed to be levied under clause 2 of the agreement?)

Signature of Asst. Executive Engineer  
Date

Dy. HOD/SE's recommendations

Signature of Superintending Engineer  
Date

HOD's recommendations/approval.

Signature of Chief Mechanical Engineer  
Date



## **Section V**

### **Scope of Work & Technical Specifications**

#### **1. General:**

Two nos. 63 Ton capacity ITALGRU make Harbour Mobile Cranes (HMCs) - C 1466 & C 1467 were installed and commissioned in the year 2011 along with 6 nos. of Grabs inside Cargo Jetty Area to handle the various cargo.

Deendayal Port Authority intends to outsource the Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with Grabs and Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years, to firms who are having sufficient expertise in this field and has back to back support of OEM. The main objective of the work are:

1. To ensure efficient, safe and reliable maintenance of the Cranes.
2. To maintain the Cranes in a healthy and efficient condition.
3. To ensure high availability of the Cranes in a consistent manner.

#### **2. Overall Scope of Work of Contractor during AMC period**

- a) overall supervision of both the Crane C 1466 and C 1467, their routine health check, advice & assistance in Spare parts planning / procurement, calibration of spare parts wherever required, trouble shooting w.r.t. software / calibration etc. mechanical and other fault finding, provision of 24/7 technical assistance / team at Deendayal Port Authority site.
- b) Replacement of all Lubricants (Hyd. oil, Gear oil, chassis oil, Engine oil, EP, EP2, wire rope compound and coolant etc.) including schedule replacement / top up as per OEM manual & to cover the leakages, if any.
- c) Upkeep and comprehensive maintenance of Hydraulic - Rigging and Suspension winch pumps (Part No. A4VG1B0EP4DT L & 32L0NZD02F003 SP),
- d) Hydraulic - Rigging and Suspension winch pumps - 01 nos. each shall be newly procured and kept in stand by position. Utilized stand by pump shall be handed over back to Contractor after AMC period without any cost (in case pump (s) not utilized throughout the AMC period, the same can be handed over to DPA with reimbursement of actual invoice cost).
- e) Supply of diesel for operating the cranes is excluded from the scope of contractor. However, diesel transfer pump, pipe & necessary accessories will be in scope of Contractor.
- f) Replacement of all Filters & Hoses as and when required for the above scope of service.
- g) The consumables covered have been considered up to 3000 working hours per crane, per annum.
- h) On line trouble shooting session by Italgru, s.r.l., Italy with site maintenance team. These activities will be guaranteed for throughout the clock.

### **Optional**

- i) Health check of the cranes at site, annual assistance that may be required to be performed by an Italgru, Srl, Italy Engineer is in scope of AMC Contractor after written confirmation of EIC. However, actual cost charged by OEM will be reimbursed by DPA.

### **3. Conditions:**

1. All the spare parts (other than the consumables i.e. filters, hoses, batteries, lubricants & consumable oils and hydraulic pumps as mentioned above) that may be required during the proposed period of contract are EXCLUDED from Contractor's scope.
2. The rates offered are inclusive of all taxes, duties etc. (but excluding GST) as applicable from time to time. The contractor will be responsible for any monetary or non-monetary consequences on account of non-remittance of GST to state / central government. Service provide is liable to pay GST and service receiver is not under any obligation to collect documentary evidence from the service provider regarding payment of GST. The port shall make payment for invoice value as per admissibility to service provider within 30 days from the date of invoice.

### **4. In addition to above the Contractor has to carry out following site activities.**

- (I) The contractor has to get approve maintenance schedule (Daily / Weekly / Monthly / Half yearly / Yearly) and maintain the same & also includes Breakdown Maintenance and all other repairing works with all labour and materials under obligation / scope of Contractor such as tools & tackles, consumable, welding machine, electrodes etc.
- (II) On entering in contract, DPA shall take immediate action for procurement of recommended spare list provided & will issue such spares to the Contractor as Free Issue as & when required for crane maintenance operation. Also, Contractor have to procure and supply the required spares within a period of 6 weeks (max.) from OEM / Indigenous supplier / local supplier after getting written intimation of Engineer-in-Charge in exigencies.
- (III) The cranes shall be secured, if any forecasting is there or directed by DPA.
- (IV) All cranes shall be washed with sweet water once in a month by high pressure jet pump, sweet water will be supplied by DPA, but water tank of appropriate capacity & jet pump, Hose Pipes etc. shall be arranged by contractor at working site.
- (V) The record keeping shall be maintained as per ISO Norms, apart from same Site Order Book for instruction is to be maintained.
- (VI) The contractor shall submit the monthly & yearly report of each crane regarding its availability, utilization to concern officer.

## 5. Contractor's personnel:

- (i) The Contractor must engage sufficient trained, qualified and experienced staff for smooth, safe & trouble free operation and maintenance of the MH Cranes. The core personnel of the contractor including engineers so deployed have qualification & relevant experience in the fields of assembly and sub- assembly of the HM Cranes, Electrical Circuit of Electrical Power / Control System, Lighting System, etc. preferably in Cranes and are in a position to rectify defects developed during the operation of the HM Crane with minimum down time.
- (ii) In natural calamities such as cyclone, heavy rain, warning situations etc., the Contractor shall plan and make arrangements and during such eventuality, cranes shall have to be parked at parking yard at the Port well in advance with boom down / locked.
- (iii) The Contractor must remove immediately the workmen in of indiscipline, misconduct, negligence in duty, suppression of facts, deliberate mishandling of machine & equipment, sabotage, professional in-competency etc.
- (iv) If any damage caused by the workmen engaged by the Contractor, is noticed by DPA, to any machinery or equipment or installation of DPA due to negligence, ignorance or malafide intention shall be made good at the cost of the Contractor within a reasonable period of time acceptable to DPA, failing which the cost of the damages assessed by DPA shall be deducted from the bill of the Contractor.
- (v) All individuals engaged in the performance of the Contractor's obligations under this contract shall be the employees of the Contractor and their working hours, rates of compensation and all other matters relating to their employment shall be determined solely by the Contractor in accordance with the applicable labour laws & regulations. The Contractor shall be solely responsible for employment policies that specify the requirements for staff working under him and such policies are to be consistent & in conjunction with the existing applicable labour laws.
- (vi) The engineers / supervisors attached to maintenance must be conversant with the technology of various systems, equipment, machines and systems and has to co-ordinate with the operating personnel for smooth operation. They have to be vigilant & should promptly respond to any operational requirements.
- (vii) During operation, if any abnormality, defect / fault are noticed, the same shall be promptly communicated and remedial steps must be taken under intimation to the Shift-in-charge of DPA. The contractor shall place a suitable mechanism for rectification of problems so that delay in operation can be avoided.
- (viii) The shift in charge / Engineers / Supervisors of the Contractor associated with maintenance shall plan & co-ordinate all the maintenance activities including pre-operational checks, Also, necessary interaction for operational requirements should be done in close co-ordination with Shift-in Charge / Engineer-in- charge of DPA.
- (ix) The Contractor shall keep and maintain the records of day to day maintenance activities, i. e. material consumption, work carried out, attendance of labour, labour Wages and submission of the same to Engineer-in-charge at the time of RA Bill.

- (x) Stoppages during operation, any type of abnormalities including adverse operating condition or characteristics, bypass of safety devices shall be recorded and same shall be intimated to Shift-in Charge / Engineer-in charge with follow- up action.
- (xi) The Service / Site Engineer (overall-in-charge) of Contractor shall review day-to-day maintenance activities, co-ordinate with the Engineer-in-Charge of DPA & shall handle all administrative matters of his establishment.

## 6. Documentation:

Crane Equipment's parameters should be recorded in daily logbooks along with details of every crane operation in throughput records. Separate log books will be prepared for separate equipment's. Contractor should maintain individual History Records for all critiquequipment's and other safety related items, this history record should have all the details of work carried out on day to day, monthly, quarterly, half yearly and yearly. Detailed inventory records like materials movement, material consumption, materials disposed etc.also should be maintained. In all documents, for each work, contractor should get signature from Engineer In-charge or his nominees.

## 7. Deployment of Maintenance Staff (both crane)

The Contractor shall have to deploy Site engineer (over all in-Charge) who has to deal with DPA technically and administrative matters. The contractor shall have to deploy at minimum following Engineering staff, skilled staff and supervisory Staff & contractor shall submit the Roaster Plan. However, any work arises during maintenance if Contractor feels he may deploy more manpower to reduce the down time of Cranes.

Sr. No.	Designation/ Categories	Qualification	Timings
1	Site Engineer	Diploma / Degree Engineer with at least 5-7 years of experience in similar field.	1 in General shift
2	Mechanical/Hydraulic Engineers	Degree / diploma holder with relevant experience Hydraulics of 2 years	1 in each shift
3	Electrical/Electronic Technician	Degree / diploma holder with relevant experience of two years	1 in General shift
4	Mechanical Technicians	ITI Holder with relevant Experience of three years	2 in each shift
5	Welder cum fitter	Having knowledge of welding & fitting at any workshop of four years	1 in General shift
6	Helper/cleaner	Worked as helper / Cleaner of any artisan at any workshop of one year	2 in each shift &
<p style="text-align: center;"><u>Reliever of Staff</u> Mechanical Technician =1, Helper=1, Electrician/Welder=1</p>			
Total = 25 staff			
<p><b>Note:</b></p> <p>(i) The requirement of 25 nos. of staff is the minimum strength that the contractor is required to maintain during the currency of the contract. However, in case of any emergency, the contractor is required to depute extra staff in any of the category as per the written instruction of EIC (not more than three no. of staff).</p> <p>(ii) In the day of shift if weekly-off of staffs (Sr. No. 2, 4 and 8), who are working in shifts, is falling, staff may be engaged on such shift in case of any emergency only for which no extra payment will be made by DPA. If there is no emergency, in that particular shift in which weekly-off of the staff falls, no staff is required to be engaged.</p>			

The normal deployment of Contractor's personnel in each shift shall be on 08 hrs, basis. However, in exigencies, extended duty may be performed by the Contractor's personnel. Extended duty beyond the shift hour can be adopted only on special requirements and certainly not as a practice. The labour reports fortnightly shall be submitted by contractor with RA Bill every month.

Contractor shall deploy strength of 25 No. of staff of disciplines described above; however, Contractor should deploy the staff in shifting / General Shift duty after intimation to EIC depending on the work schedule / site requirement.

In case any Crane (s) are under non traffic operative condition for want of work / spares / consumables, contractor can deploy proportionate nos. of total required manpower with approval of Engineer In-Charge. [Example: In case, one HMC is found non traffic operative then, proportionately 10 nos. staff (out of 25 nos. requirement) can be deployed with approval of EIC].

In case both the HMCs are in non traffic operative condition then, minimal staff to perform the basic maintenance works to upkeep the cranes including watch & ward are to be deployed with approval of EIC.

## **8. Applicable shifts of operation:**

The Cranes will operate in 03 Shift basis (24 hrs a day) & 365 days a year. The normal shift timings are as follows:

1st Shift - 0700 hrs. To 1500 hrs.  
 2nd Shift - 1500 hrs. To 2300 hrs.  
 3rd Shift - 2300 hrs. To 0700 hrs.  
 General Shift - 0800 hrs. To 1700 hrs.

Arrival & Departure of staff should be well-planned to up-keep the maintenance requirement in tact round the clock.

## **9. Maintenance:**

Maintenance of Harbour Mobile Cranes primarily aims at keeping the Cranes in efficient and reliable operating conditions, minimizing the downtime during operation so as to ensure their maximum availability and productivity.

The maintenance of Cranes shall be done by the Contractor in accordance with recommendation of Original Equipment Manufacturer and taking into account the current status of Cranes by following sound engineering practice and proper maintenance standards. Any small repair works, paint on corroded parts, batteries, safety belts and other required tools will be in scope of AMC Contractor.

The contractor shall carry out the maintenance activities to prevent failures and also execute improvement activities / repair activities for prolong Crane life; reduce maintenance hours in order to ensure maximum availability of the system. The contractor shall follow the maintenance practices / activities as under:

Generally, there are two types of maintenance in use:

### **9.1 Preventive Maintenance:**

The care and servicing for the purpose of maintaining the systems and equipment in satisfactory operating conditions by providing systematic inspection, detection and correction of incipient failures either before they occur or before they develop into major defects.

Maintenance including tests, measurements, calibration and part / component replacement

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performed specially to prevent occurrence of faults / failures.

Preventive maintenance can be divided into following subgroups:

#### **9.1.1 Planned maintenance or Scheduled maintenance.**

Maintenance Activities to be done as per Schedule or Plan (Preventive Maintenance Schedule) which may be related to Time like Daily / Weekly/ Monthly /Half Yearly / Yearly basis and so on or equipment running hours or other parameters as per recommendation of OEM. Besides the Preventive Maintenance Schedule shall be reviewed and modified taking into account the aging of Cranes operational conditions (environment) and operational requirement, etc.

The maintenance schedule as per the OEM is placed at Section-X. The contractor is bound to include maintenance work in the maintenance scheduled as directed by EIC.

The Planned and scheduled maintenance schedule will be submitted by the contractor within seven days from the date of commencement of work.

The planned and schedule maintenance schedule so finalized by the EIC will be binding on the contractor.

The planned and schedule maintenance schedule so finalized by the EIC can be modified during the currency of the contract which will be binding on the contractor.

#### **9.2 Breakdown maintenance:**

Maintenance which is required when an item has failed or worn out to bring it back to working order.

During operation abnormalities / defects / faults are observed and in some cases failures of components occur resulting in breakdown of equipment. Corrective Maintenance is a maintenance activity to identify, isolate and rectify a fault so that the failed component/ equipment / machine or system can be restored to an operational condition within the tolerances or limits by repairing otherwise by replacement.

- 10.** Based on maintenance practices as mentioned above, following are the gists of the maintenance to be adopted.

The contractor shall take up mechanical maintenance, electrical maintenance, and structural maintenance etc. of Cranes by using preventive maintenance techniques in addition to traditional preventive measures so as to maintain the Cranes in efficient and reliable manner.

The contractor shall strictly follow a routine maintenance plan and ensure timely maintenance of the Cranes as per the Plan / Maintenance schedule. However, the schedule may be reviewed and amended from time to time, if necessary and in consultation with the Engineer-in-charge with a view to make it more appropriate to meet the site needs.

The contractor shall properly plan for execution of maintenance activities during non-operational time of Cranes.

#### **11. Routine inspection and Condition monitoring:**

Inspection of both the HM Cranes shall be carried out by the Contractor in accordance with maintenance manual of individual equipment / manufacturer's recommendation.

Before and after operation of Cranes, the Contractor shall carry-out careful and detailed inspection of all equipment and its components. An effective maintenance practice should include Condition Monitoring and assessment along with Visual inspection. Most of the tasks

associated with Condition Monitoring are generally carried out while the equipment is in service or when the equipment is shut down for some Action shall be taken on the other reason. observations during inspection and condition monitoring.

**12. Availability of HMCs during AMC period:**

For scope of services of Contractor, each crane shall be available up to 90 % of total working hours per month. If there is any shortfall below 90 % availability due to the reasons attributable to Scope of Work of Contractor then the AMC Contractor shall be liable for penalty of Rs. 1,000/- per hour.

If any crane is withdrawn from operation by DPA due to poor maintenance or owing to insufficient spare or consumables for more than 10 days, the payment towards AMC will be made at reduced rate of 20 % of the AMC cost of that particular crane from the date of withdrawal of the crane from Traffic operation till it is put into Traffic operation. However, AMC Contractor has to maintain cleaning of complete crane, maintenance of Cylinders, suspension Jack, Winch Room, Engine, travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners.

**13. Capacity of grabs**

Sr. No.	Make	Capacity	Qty.
1	CFS	18 cu.m.	3
2	Simplex	22 cu.m.	3

**Seal & Signature  
of Contractor**

**SE (E)  
Deendayal Port Authority**

**SECTION VI  
1 (BOQ)**

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

Sr.	Description	Unit	Qty	No. of cranes	Monthly Rate	Amount for the Qty.	
						in figures	in words
A	Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years in line with the scope listed in the tender document.						
Crane no. C 1466 & 1467							
1	First Year	Month	12	2			
2	Second Year	Month	12	2			

**[Total Amount (in Rupees)\_\_\_\_\_Only]**

**GST Charges shall be extra.**

**Signature & Seal  
of Contractor**

**SE (E)  
Deendayal Port Authority**



**SECTION VII**  
**DRAWINGS**

**Drawing is Not Applicable**

**Signature & Seal  
of Contractor**

**SE (E)  
Deendayal Port Authority**

**SECTION VIII****Format for submitting information for Bid Capacity****ANNEXURE –A**

Sr. No	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)

**For Calculating "A: of the formula.**

Sr. No	Name of client	Name of work	Work order no and date	Schedule period of completion	Contract value	Remaining value of work	Anticipated date of completion	Remaining value of work done (Completion period of the work for which bids are invited by DPA) from the date of opening of preliminary bid

**Seal & Signature of Contractor**

**TENTATIVE LIST OF CONSUMABLES AND LUBRICATIONS**

<b>No.</b>	<b>Description</b>	<b>Quantity</b>
1	Tubes and floppies for wheel tyres	04 nos.
2	All types Nut& bolts including wheel studs	To be decided by the contractor and intimated to EIC.
3	All types of lubricants including:	-
(i)	Engine Oil 15W40	100 ltrs
(ii)	Hydraulic Oil VG46	420 ltrs
(iii)	Winch Gear Oil (220)	To be decided by the contractor and intimated to EIC.
(iv)	Coupling Gear Oil (422)	20 ltrs
(v)	Chassis Oil (85w140)	To be decided by the contractor and intimated to EIC.
(vi)	Grease EP 2	50 kgs
(vii)	Cadmium Compound / wire rope dressing	50 kgs
(viii)	Coolant	To be decided by the contractor and intimated to EIC.
4	All types of hydraulic hoses & filters	To be decided by the contractor and intimated to EIC.
5	All type of batteries	
6	Engine fan belts	1 complete set
7	Alternator	01 no.
8	All type of 'O' rings and seals	To be decided by the contractor and intimated to EIC.
9	All types of LED Lamps incl. flood lights and its complete set up	
10	All oil cooling pumps internal spares like oil seals & rubber spiders etc.	
11	Auxiliary contactors and electronic relay switches	01 no.
12	Cotton rags, tapes	To be decided by the contractor and intimated to EIC.
13	Air conditioner accessories (incl. cooling gas)	
14	Proximity sensors	01 no.
15	Pressure gauges	To be decided by the contractor and intimated to EIC.

**Seal & Signature  
of Contractor**

**SE (E)  
Deendayal Port Authority**

**Section X**

**INDICATIVE MAINTENANCE SCHEDULE**

(attached separately)

**Seal & Signature  
of Contractor**

**SE (E)  
Deendayal Port Authority**

## **Section XI**

### **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 adhaar card are enclosed) have visited  
 the site on \_\_\_\_\_ with DPA representative Shri \_\_\_\_\_, (Designation)  
 \_\_\_\_\_ for the work of "Maintenance Contract of 2 Nos. ITALGRU make Harbour  
 Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive  
 maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a  
 period of Two years" and inspected both cranes and other issues related to tender to  
 my satisfaction.

<b>Seal, name and signature of the bidder</b>	<b>Name, designation and signature of DPA representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of AXEN(E)</b>

**85****(To be Executed on Rs. 300/- Non Judicial Stamp Paper)****Integrity Pact**

The Integrity Pact duly signed by authorized person(s) with witnesses are to be submitted by the bidders along with the tender documents.

Bidders are required to sign the integrity pact (as per given below with the tender document), failing which their bid shall be liable for rejection. The "principal" means "Deendayal Port Authority" and "Counterparty" means "Vendor / Supplier/ Contractor".

If a Counterparty commits a violation of its Commitments and Obligations under the Integrity Pact Program during bidding process, their entire Earnest Money Deposit, would be forfeited and in addition, they may be blacklisted from the DPA business in future.

In case of violation of the Integrity Pact by Counterparty after award of the Contract, DPA shall be entitled to terminate the contract. DPA would forfeit the Security Deposits; encase the Bank Guarantee (s) and other payments to Counterparty in such cases.

**Seal & Signature  
of Contractor**

**Sd/-  
Superintendent Engineer (Electrical)**

## 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. Copy of the "Guidelines on Indian Agents of Foreign Suppliers" is placed at (page Nos. 7-20)
  - 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". Copy of the "Guidelines on Banning of business dealings" is placed at (Page No. 7-20).

### **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 Bidders.
- (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 Contract 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 recuses 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 / Contractor. 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

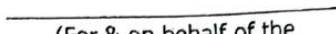
- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (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.



- (e) 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)

(Office Seal)

  
(For & on behalf of the Bidder/Contractor)

(Office Seal)

Signature of Witness:  
(Name & Address)

  
Anil Rautiya  
Room - 111, Nandan Building  
Kandla

Signature of Witness:  
(Name & Address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Place : Gandhidham

Date : \_\_\_\_/\_\_\_\_/20\_\_\_\_

**Note:** The bidder has to execute Integrity Pact agreement with Deendayal Part Authority (as per Bid Response Sheet No. 10 and Dr. S.K. Sarkar, IAS (Retd.) and Shri Saurabh Chandra, IAS (Retd.) have been appointed by DPA as independent External Monitors and whose address are as under:-

Dr S K Sarkar, IAS (Retd.),  
B-104, Nayanara Aptt.,  
Plot 8 B, Sec 07, Dwarka,  
New Delhi - 110 075.  
Mobile No. 98111 49324  
email: sksarkar1979@gmail.com

Shri Saurabh Chandra, IAS (Retd.)  
A-9, Sector -30,  
Noida (UP) 201301.  
Mobile No. 9871322133  
email: saurabh7678@yahoo.co.in"

# Tender Details

Home > Tender Details

Tender ID - 58901

[View BOQ/Item Details](#)

Organization Name	Deendayal Port Authority
Location	Kachchh
Department	Deendayal Port Authority
Sub Department	Electrical Division
IFB/Tender Notice No	EL/WK/2826
Tender Creation Date	13-03-2024 12:10
Tender Type	Open
Tender Title/Name of Project	Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years
Description of Material/Name of Work	Maintenance Contract of 2 Nos. ITALGRU make Harbour Mobile Cranes of 63T capacity along with 6 nos. of Grabs and Comprehensive maintenance of Hydraulic (Suspension and Winch) Pumps inside cargo jetty area for a period of Two years
Sector Category	Miscellaneous
Form of Contract	Works
Product Category	Equipments - General
Tender Category	WORKS
Is ECV Visible to Supplier?	Yes
Estimated Cost Value	46,988,000 (Four Crore Sixty Nine Lacs Eighty Eight Thousand Only )
Tender Currency Type	Single
Tender Currency Setting	Indian Rupee
Period of Completion/Delivery Period	24 Months
Procurement Type	Works
Consortium / Joint Venture	N/A
Rebate	N/A
Alternate decrypter	N/A

## Calender Details

Bid Document Download Start Date	14-03-2024 15:30
Bid document download End Date	12-04-2024 15:00
Bid Submission Start Date	14-03-2024 15:30
Bid Submission Closing Date	12-04-2024 15:30
Tender NIT View Date	14-03-2024 15:25
Remarks	NIT
Bid validity	120 Days

## Amount Details

Bidding Processing Fee ( OFFLINE)	5,900.00 (Five Thousand Nine Hundred Only )
Bidding Processing Fee Payable to	Deendayal Port Authority
Bidding Processing Fee Payable at	Through online payment, Account number :- 2177002100004628, IFSC Code:- PUNB0217700, PUNJAB NATIONAL BANK, KANDLA BRANCH
Bid Security/EMD/Proposal Security INR (OFFLINE)	469,880.00 (Four Lacs Sixty Nine Thousand Eight Hundred Eighty Only )
Bid Security/EMD/Proposal Security INR Payable to	Deendayal Port Authority
Bid Security/EMD/Proposal Security INR Payable at	Through online payment, Account number :- 2177002100004628, IFSC Code:- PUNB0217700, PUNJAB NATIONAL BANK, KANDLA BRANCH

## Other Details

Officer Inviting Bids	Superintending Engineer (Electrical)
Bid Opening Authority	Superintending Engineer (Electrical)
Address	Deendayal Port Authority, P & C Building, New Kandla (Kutch) – 370 210
Contact Details	see@deendayalport.gov.in, 98252 34436

General Terms & Conditions

General Terms and Conditions  
(1) Please refer to all the terms and conditions in the Tender  
(2) Free vendor training camp will be organized every Saturday between 4.00 to 5.00 P.M. at (n)code solutions-A Division of GNFC Ltd.,  
Bidders are requested to take benefit of the same.

Bidders who wish to participate in online tenders will have to procure / should have legally valid Digital Certificate as per Information Technology Act-2000 (Class-III) using which they can sign their electronic bids. Bidders can procure the same from any of the license certifying Authority of India or can contract (n)code solutions- A division of GNFC Ltd, who are licensed Certifying Authority by Govt. of India.

In case bidders need any clarifications or if training required to participate in online tenders, they can contact (n)Procure Support team:-

(n)code Solutions-IT division of GNFC Ltd.,  
(n)Procure Cell  
304, GNFC Infotower, S.G. Road,  
Bodakdev, Ahmedabad – 380054 (Gujarat)

+Contact Details  
Phone  
+91-79-40007517, 40007514, 40007515.  
E-mail : nprocure@ncode.in

TOLL FREE NUMBER: 73590 21663

Other Terms & Conditions as per detailed tender documents

Tender Documents

Sr No	Document Name	Document Definition
1	<a href="#">Bid security declaration form.pdf</a>	Bid security declaration form.pdf
2	<a href="#">DTP.pdf</a>	DTP.pdf
3	<a href="#">Integrity pact.docx</a>	Integrity pact.docx

Tender stages

Stage Name	Evaluation Date	Minimum Forms for Submission	Evaluation Dependency
Preliminary Bid Stage	12-04-2024 16:00	0	
Technical Bid Stage	12-04-2024 16:05	0	Preliminary Bid Stage
Commercial Bid Stage	16-04-2024 16:00	0	Technical Bid Stage

1.Preliminary Bid Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
5	Tender Fee Form	Library-Standard	Single	Yes	
6	Emd Fee Form	Library-Standard	Single	Yes	

Documents required for Stage - Preliminary Bid Stage

Sr No	Document Name	Mandatory
1	Integrity Pact (Mandatory submission)	Yes
2	Bid Securing Declaration Form (This form compulsorily to be attached if MSME bidder)	No
3	MSME (MSME Certificate to be attached compulsorily if MSME bidder)	No

Documents required For Form - Tender Fee Form

Sr No	Document Name	Mandatory
1	Provide any proof of Bid Processing Fee	Yes
2	Provide MSME Certificate with Bid Security Declaration Form (If applicable)	No

Documents required For Form - Emd Fee Form

Sr No	Document Name	Mandatory
1	Provide any proof of EMD Document	Yes

Sr No	Document Name	Mandatory
2	Provide MSME Certificate along with Bid Security Declaration Form (If applicable)	No

2.Technical Bid Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
6563	Annual Annual Financial Turnover	User Defined Template-Standard	Single	Yes	
6585	Similar Completed Works	User Defined Template-Standard	Single	Yes	

Documents required for Stage - Technical Bid Stage

Sr No	Document Name	Mandatory
1	All documents as per Clause No.4 of Section-I of the Tender	Yes
2	All documents mentioned in Pre-Qualification/Eligibility Criteria	Yes
3	Bid capacity as per Section-VIII Annexure-A	Yes
4	Site visit form as per Section-XI	Yes
5	Average Annual Turnover certified by CA for 3 years i.e. 20-21, 21-22 & 22-23	Yes
6	Similar completed works for last 7 years i.e. from 2016-17 to 2022-23	Yes

Documents required For Form - Annual Annual Financial Turnover

Sr No	Document Name	Mandatory
1	Annual Turnover as per Form-2	Yes

Documents required For Form - Similar Completed Works

Sr No	Document Name	Mandatory
1	Similar Completed Works as per Form-2	Yes

3.Commercial Bid Stage

Form Id	Form Name	Form Mode	Submission Type	Mandatory	Action
11649	Price Bid Crane	User Defined Template-Secured	Single	Yes	








Evaluation Committee

Stage Types	Opening Committee	Decryptor		Stage Evaluator
		Primary Decryptor	Alternate Decryptor	
Preliminary Bid Stage	Dipak kumar Hazra .(kpteledkh)	<a href="#">Dipak kumar Hazra .(kpteledkh)</a>	N/A	Dipak kumar Hazra .(kpteledkh)
Technical Bid Stage	Dipak kumar Hazra .(kpteledkh)	<a href="#">Dipak kumar Hazra .(kpteledkh)</a>	N/A	Dipak kumar Hazra .(kpteledkh)
Commercial Bid Stage	Dipak kumar Hazra .(kpteledkh)	<a href="#">Dipak kumar Hazra .(kpteledkh)</a>	N/A	Dipak kumar Hazra .(kpteledkh)

Signing certificate

Cert Serial No.	62483275
Subject Dn	CN=DIPAKKUMAR HAZRA, SERIALNUMBER=65fde2ce591e24ac65105cc6a44800e71c653ab0891a9d41abc268a105f40110, ST=Gujarat, OID.2.5.4.17=370210, OU="DEENDAYAL PORT AUTHORITY,CiD - 6892233", OID.2.5.4.20=8ccad45f4d9f1c5116c91015ee07f6e298b830a4d1115efa313a7b0dbb14dff6, O=Deendayal Port Authority, C=IN
Cert Issuer	CN=(n)Code Solutions Sub-CA for DSC 2022, OU=Sub-CA, O=Gujarat Narmada Valley Fertilizers and Chemicals Limited, C=IN
Thumbprint	46 5b 5c 43 87 0e 9d a4 95 d6 23 9a ca e0 ea de c4 e7 e3 28

Created By : Dipak kumar Hazra .(kpteledkh)   13-03-2024 12:10	Published By : Dipak kumar Hazra .(kpteledkh)   14-03-2024 12:07
Designation : Executive Engineer	Designation : Executive Engineer

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