

DEENDAYAL PORT AUTHORITY

ISO 9001:2008 | ISO 14001 | ISPS COMPLIANT PORT



MECHANICAL ENGINEERING DEPARTMENT ELECTRICAL DIVISION

TENDER NO. EL/AC/2845

TENDER FOR

“Maintenance Contract of 3 nos. ELL wharf Cranes of 25 Ton capacity, 4 rope of M/s TIL make, along with Grabs at inside Cargo Jetty Area for a period of two years”.

Superintending Engineer (E)
Electrical Division
Deendayal Port Authority
3rd Floor, Nirman Building,
New Kandla – 370 210.
Phone No. (02836) 220636/270184
Fax No. (02836) 270184/270475
Email:-see@deendayalport.gov.in

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DEENDAYAL PORT AUTHORITY

TENDER NOTICE NO. EL/AC/2845

Superintendent Engineer (Electrical), DPA, New Kandla invites tender in Online E-tendering system for the work of **“Maintenance Contract of 3 nos ELL wharf Cranes of 25 Ton capacity, 4 rope of M/s TIL make, along with Grabs at inside Cargo Jetty Area for a period of two years”**.

Estimated Cost Rs.	3,45,53,334.00
TENDER PRE-BID MEETING ON	APPLICABLE
Last date of downloading:	13/01/2025 upto 15:00 hrs.
Last date and time of submission of E-tender only on website https://tender.nprocure.com: on	13/01/2025 upto 15:30 Hrs.
Date and time for opening of E-tender:	13/01/2025 at 16:00hrs.
Tender shall be downloaded from web site:	https://tender.nprocure.com and available on http://www.deendayalport.gov.in , http://www.eprocure.gov.in .

Corrigendum, if any, will be placed on web sites only.

-Sd/-

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

“Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

2024

NOTICE INVITING ON LINE TENDER

Details about tender:

Department Name	Mechanical Engineering Department
Circle/ Division	Electrical Division, Nirman Building, 3rd Floor, New Kandla-(Kutch)-370210
Tender Notice No.	EL/AC/2845
Name of Project	“Maintenance Contract of 3 nos ELL wharf Cranes of 25 Ton capacity, 4 rope of M/s TIL make, alongwith Grabs at inside Cargo Jetty Area for a period of two years”.
Name of Work	“Maintenance Contract of 3 nos ELL wharf Cranes of 25 Ton capacity, 4 rope of M/s TIL make, along with Grabs at inside Cargo Jetty Area for a period of two years”.
Contract Value (INR)	Rs. 3,45,53,334 /-
Period of Completion (in Months)	24 months from date of issue of work order.
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single currency
Tender Currency Settings	Indian Rupee (INR)

<p>Integrity Pact</p>	<p>Integrity Pact should be submitted as per below.</p> <p>a) The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.</p> <p>b) The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified</p>
<p>Pre-Qualifying Criteria:</p>	<p>PRE-QUALIFICATION CRITERIA FOR ELIGIBLE BIDDERS:</p> <p>The Bidders shall fulfil the following pre-qualification criteria: -</p> <p>A) “Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs.103.66 Lakhs- certified by chartered accountant and issued a certificate on their letterhead along with UDIN No.</p> <p>B) “ The contractor should have tie up with M/s ABB its Authorized dealer/Authorized channel partner to get support from them during the tenure of contract for both Hardware & Software related works” For which the valid letter from M/s ABB has to be submitted to DPA within 30 days after the issue of workorder.</p> <p>a) 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> <p>i) Three similar completed works costing not less than the amount equal to Rs. 138.21 lakhs (Excluding GST)</p> <p style="text-align: center;">OR</p> <p>ii) Two similar completed works costing not less than the amount equal to Rs. 172.77 Lakhs (Excluding GST)</p> <p style="text-align: center;">OR</p> <p>iii) One similar completed work costing not less than the amount equal to Rs. 276.43 Lakhs (Excluding GST)</p>

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.

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) 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:

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

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 ongoing 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

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

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.

D) 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 16 or Form 26A), 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 along with UDIN No.

(iii) In case any discrepancies between the TDS (Form 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.

E) 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 25 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, –C and –D 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.

<p>Similar works means :</p>	<p>“Design, Manufacture, supply, Installation testing, commissioning cargo handling equipment i.e Stacker cum Reclaimer, RMQC/ ELL/ HMC/ EOT/Floating Crane having PLC”</p> <p style="text-align: center;">OR</p> <p>1) Installation, Testing, commissioning of above mentioned cargo handling equipment having PLC”</p> <p style="text-align: center;">OR</p> <p>2) “AMC of above mentioned Cargo Handling Equipment having PLC”</p> <p style="text-align: center;">OR</p> <p>3) O & M consisting of any above mentioned cargo handling equipment having PLC.</p> <p style="text-align: center;">OR</p> <p>4) Combination of any of the (1), (2) (3) & (4)</p> <p style="text-align: center;">OR</p> <p>5) Deployment of any of the 25T or above capacity Stacker cum Reclaimer, 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 25T or above capacity HMC (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 4.00MMT cargo in all of the such five years (except liquid and containerized cargo)</p>
<p>Joint Venture</p>	<p>Not applicable</p>
<p>Rebate</p>	<p>Not applicable</p>

<p>Bid Document Fee :</p>	<p>Rs. 5000 + 900 (GST)= 5900/- Present rate of GST is 18% (non-refundable)/-(Five Thousand Nine Hundred Only)</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-28162, 33150, 5224 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 (Form 7 in Section IV) in preliminary bid.</p> <p>In case of Micro and Small Enterprise (MSEs) please see the condition below.</p> <table border="1" data-bbox="375 888 1424 1738"> <thead> <tr> <th data-bbox="375 888 618 940">Level</th> <th data-bbox="618 888 1424 940">Description</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 940 618 993">Section – H</td> <td data-bbox="618 940 1424 993">Transportation and storage</td> </tr> <tr> <td data-bbox="375 993 618 1045">Division – 52</td> <td data-bbox="618 993 1424 1045">Warehousing and support activities for transportation</td> </tr> <tr> <td data-bbox="375 1045 618 1098">Group - 522</td> <td data-bbox="618 1045 1424 1098">Support activities for transportation</td> </tr> <tr> <td data-bbox="375 1098 618 1150">Class – 5224</td> <td data-bbox="618 1098 1424 1150">Cargo handling</td> </tr> <tr> <td data-bbox="375 1150 618 1255">Sub Class - 52242</td> <td data-bbox="618 1150 1424 1255">Cargo handling incidental to water transport</td> </tr> <tr> <td colspan="2" data-bbox="375 1255 1424 1360" style="text-align: center;">OR</td> </tr> <tr> <th data-bbox="375 1360 618 1413">Level</th> <th data-bbox="618 1360 1424 1413">Description</th> </tr> <tr> <td data-bbox="375 1413 618 1465">Section–C</td> <td data-bbox="618 1413 1424 1465">Manufacturing</td> </tr> <tr> <td data-bbox="375 1465 618 1518">Division–33</td> <td data-bbox="618 1465 1424 1518">Repair and installation of machinery and equipment</td> </tr> <tr> <td data-bbox="375 1518 618 1570">Group-331</td> <td data-bbox="618 1518 1424 1570">Repair of fabricated metal products, machinery and equipment</td> </tr> <tr> <td data-bbox="375 1570 618 1623">Class–3315</td> <td data-bbox="618 1570 1424 1623">Repair of transport equipment, except motor vehicles</td> </tr> <tr> <td data-bbox="375 1623 618 1738">Sub Class- 33150</td> <td data-bbox="618 1623 1424 1738">Repair of transport equipment, except motor vehicles</td> </tr> <tr> <td colspan="2" data-bbox="375 1738 1424 1843" style="text-align: center;">OR</td> </tr> </tbody> </table>	Level	Description	Section – H	Transportation and storage	Division – 52	Warehousing and support activities for transportation	Group - 522	Support activities for transportation	Class – 5224	Cargo handling	Sub Class - 52242	Cargo handling incidental to water transport	OR		Level	Description	Section–C	Manufacturing	Division–33	Repair and installation of machinery and equipment	Group-331	Repair of fabricated metal products, machinery and equipment	Class–3315	Repair of transport equipment, except motor vehicles	Sub Class- 33150	Repair of transport equipment, except motor vehicles	OR	
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Group - 522	Support activities for transportation																												
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	Level	Description
	Section–C	Manufacturing
	Division–28	Manufacture of machinery and equipment n.e.c.
	Group–281	Manufacture of general purpose machinery
	Class–2816	Manufacture of lifting and handling equipment
	Sub Class-28162	Manufacture of other lifting and handling equipment and parts thereof
BID Document Fee Payable To:	Deendayal Port Authority, Gandhidham	
Bid Security/ EMD (INR)	<p>Rs. 3,45,533 /- (Rupees Three lakh forty-five thousand five hundred thirty three 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.</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-28162, 33150, 5224 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 (Form 7 in Section IV) in preliminary bid.</p>	
	Level	Description
	Section–C	Manufacturing
	Division–28	Manufacture of machinery and equipment n.e.c.
	Group–281	Manufacture of general purpose machinery
	Class–2816	Manufacture of lifting and handling equipment
	Sub Class-28162	Manufacture of other lifting and handling equipment and parts thereof
	OR	

	Level	Description
	Section–C	Manufacturing
	Division–33	Repair and installation of machinery and equipment
	Group-331	Repair of fabricated metal products, machinery and Equipment
	Class–3315	Repair of transport equipment, except motor vehicles
	Sub Class-33150	Repair of transport equipment, except motor vehicles
	OR	
	Level	Description
	Section–H	Transportation and storage
	Division–52	Ware housing and support activities for transportation
	Group-522	Support activities for transportation
	Class–5224	Cargo handling
	Sub Class - 52242	Cargo handling incidental to water transport
	NOTE: -Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (Form 7 in Section IV) (duly signed by principal, bidder and witnesses in proper format attached) are received electronically.	
Bid Securitized (INR) Favour of:	Deendayal Port Authority, Gandhidham	
Bid Document Downloading Start Date	12/12/2024	
Bid Document Downloading End Date	13/01/2025 upto 15:00 Hrs.	
Date & Place of Pre Bid Meeting	23/12/2024 @ 16:00 Hrs in the office of Chief Mechanical Engineer Annex Bldg 2 nd floor, A.O. Building, Gandhidham	

Last Date & Time for Receipt of Bids	13/01/2025 @ 15:30 Hrs.	
Downloading websites	https://tender.nprocure.com,http://www.deendayalport.gov.in as well as http://www.eprocure.gov.in .	
Bid Validity Period	120 Days	
Condition	(1) Tender Fee: - Rs. 5000 + 900 (GST)= 5900/- Through online 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 along with Bid Securing Declaration Form (Form 7 in Section IV) in preliminary bid.	
	Level	Description
	Section–C	Manufacturing
	Division–28	Manufacture of machinery and equipment n.e.c.
	Group–281	Manufacture of general-purpose machinery
	Class–2816	Manufacture of lifting and handling equipment
	Sub Class-28162	Manufacture of other lifting and handling equipment and parts thereof
	OR	
	Level	Description
	Section–C	Manufacturing
	Division–33	Repair and installation of machinery and equipment
	Group–331	Repair of fabricated metal products, machinery and
		Equipment
Class–3315	Repair of transport equipment, except motor vehicles	

	Sub Class-33150	Repair of transport equipment, except motor vehicles
	OR	
	Level	Description
	Section–H	Transportation and storage
	Division–52	Warehousing and support activities for transportation
	Group-522	Support activities for transportation
	Class–5224	Cargo handling
	Sub Class - 52242	Cargo handling incidental to water transport
	<p>(2) EMD: Rs. 3,45,533/- (Rupees Three lakh forty five thousand five hundred thirty three 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</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-28162, 33150, 5224 mentioned in the below table only shall be come 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 (Form 7 in Section IV) in preliminary bid.</p>	
	Level	Description
	Section–C	Manufacturing
	Division–28	Manufacture of machinery and equipment n.e.c.
	Group–281	Manufacture of general purpose machinery
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“Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

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	<p>(3) Integrity pact duly signed by principal, bidder, and witnesses.</p> <p>Accordingly, offer of those bidders shall only be opened whose EMD, Tender Fee and Integrity pact and along with Bid Securing Declaration Form (Form 7 in Section IV) are received electronically.</p>																										
Remarks	The hard copies should reach to the Electrical Division on the same date and time of opening of preliminary bid. Electrical Division Nirman Building, New Kandla (Kutch)– 370 210. Phone: 02836-271010 / 270209 / 270342																										
Bid Opening Date	Technical Bid will be opened on 13.01.2025@ 16:00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.																										
Documents required to	a. Documents in support of fulfilling Qualifying Criteria as indicated																										

be submitted by scanning through online	<p>above.</p> <ul style="list-style-type: none"> b. EMD-As indicated above. c. Tender fee-As indicated above. d. Integrity pact (duly signed by bidder and witnesses) e. Documents Mentioned in Eligibility Criteria. f. Valid Electrical Contractor License issued by respective State / Central Govt g. Valid supporting letter from the manufacturer / Authorized dealer of the drives (i.e M/s ABB) h. along with Bid Securing Declaration Form (Form 7 in Section IV)
Officer-Inviting Bids:	S.E (E), Electrical Division, 3 rd Floor Nirmal Bhavan, New Kandla-(Kutch)-370210.
Bid Opening Authority:	Superintendent Engineer (Electrical)
Address:	S.E (E), Electrical Division, 3 rd Floor Nirman Bhavan, New Kandla-(Kutch)-370210
Contact Details :	S.E (E), Electrical Division, 3 rd Floor Nirman Bhavan, New Kandla- (Kutch)-370210, Phone: 02836-270209, 271010, 270342, Fax No.02836271010,270184, 9825234436
Corrigendum, if any, will be placed on websites only.	

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

(n) Code Solutions-A division of GNFC Ltd.,

(n)Procure Cell 403, GNFC Info tower, S.G. Road, Bodakdev, Ahmedabad – 380054 (Gujarat)

“Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

2024

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

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

Sd/-

**Signature & Seal
of Contractor**

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

Section –I

Instruction to Bidders

A. GENERAL

1. Scope of Bid

- 1.1 The Superintendent 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 fulfilment 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 fulfil the following pre-qualification criteria: -

- A) Average Annual financial turnover during the last 3 years, ending 31st March of previous financial year, should be at least Rs.103.66 Lakhs- certified by chartered accountant and issued a certificate on their letterhead along with UDIN No. **(It is common for all type of bidders)**
- B) Bidders should have direct tie-ups with the respective manufacturers of the electronic drives fitted in the cranes (viz., Siemens) during AMC period for ensuring back up support services, for which a valid supporting letter from the manufacturer of the drives i.e., Siemens is to be enclosed along with the tender.
- a) 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. **138.21 lakhs (Excluding GST)**
- Or
- ii) Two similar completed works, each costing not less than the amount equal to Rs. **172.77 Lakhs (Excluding GST)**
- Or
- iii) One similar completed work costing not less than the amount equal to Rs. **276.43 Lakhs (Excluding GST)**

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) 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:

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

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 ongoing works to be completed in the next 'N' years. The Bidder shall furnish statements showing the value of existing commitments and ongoing 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

Financial Year	2023-24	2022-23	2021-22	2020-21	2019-20	2018-19	2017-18
Index	151.4	152.5	139.4	123.4	121.8	119.8	114.9
Multiplying Factor	1.00	0.99	1.09	1.23	1.24	1.26	1.32

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.

- D) 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 16 or Form 26A), 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 16 or Form 26A) and the declaration given by the Chartered Accountant with regard to payment received from the client, it should be explained.

- E) 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 any of the 25 T or above capacity stacker 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, —C and —D 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 Work:

- 1) “Design, Manufacture, supply, Installation testing commission cargo handling equipment i.e. Stacker cum Re-claimer, RMQC, ELL, HMC, EOT, Floating Crane having PLC”

OR

2) Installation, Testing, commissioning of above mentioned cargo handling equipment having PLC”

OR

3) “AMC of above mentioned Cargo Handling Equipment having PLC”

OR

4) O & M consisting of any above mentioned cargo handling equipment having PLC.

OR

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

OR

6) Deployment of any of the 25T or above capacity Stacker cum Reclaimer, 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 25T or above capacity HMC (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 4.00MMT cargo in all of the such five years (except liquid and containerized cargo)

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.
- 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.
- 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 31st 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. **(Without uploading of Valid Electrical Contractor License bid will be considered irresponsible)**
 - h. EMD in form of Digital Transfer only.
 - i. Tender fee in form of Digital Transfer only.
 - 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.
 - 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 shall 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 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 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.
 - t. At the time of submission of tender document, the bidder shall give an undertaking that no changes have been made in the document.”
 - u. Duly signed Integrity pact agreement by the bidder and witness (also to be arranged by bidder) to be submitted in preliminary bid.
 - v. Bid Securing Declaration Form for MSE’s (Form 7 in Section IV)
- 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 be dis-qualified. The bidder can be disqualified from bidding for any contract with DPA for a period of three years from the date of notification.

6. Joint Venture (not applicable)

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 clause-19:

Invitation for Bids (NIT)

- **Bid Reference No. EL/WK/2845**
- **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** : **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://tender.nprocure.com>, www.deendayalport.gov.in, and 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 20.12.2024 @ 16:00 hrs in the office of Chief Mechanical Engineer 2nd floor Annexe Bldg, 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://tender.nprocure.com>, www.deendayalport.gov.in or 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, Duties, and other incidentals charges like Transportation, Loading, Unloading, Boarding & Lodging etc. except GST and shall remain firm till completion of work. Applicable GST on the taxable value of supply of Goods or Services or both covered in this tender/contract will be paid by Port on production of bill mentioning GSTIN. Applicable Statutory recoveries including TDS under Income Tax, TDS under GST acts will be deducted/ recovered while accounting for or making payments to the contractor as per the applicable laws. All other duties, taxes, cesses applicable if any, shall be borne by the contractor.”

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.
- 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)**

The tender shall be accompanied by Earnest Money Deposit of **Rs. 3,45,533.00 (Rupees Three lakh forty-five thousand five hundred thirty three only)**.

- (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 **along with Bid Securing Declaration Form (Form 7 in Section IV)** in preliminary bid in order to become eligible for exemption from payment of EMD. It may be noted that exemption certificate issued by any other authority will not be entertained.

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

OR

Level	Description
Section–C	Manufacturing
Division–33	Repair and installation of machinery and equipment
Group-331	Repair of fabricated metal products, machinery and equipment
Class–3315	Repair of transport equipment, except motor vehicles
Sub Class-33150	Repair of transport equipment, except motor vehicles

OR

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

(a) EMD

- (i) The EMD of successful Bidder will be refunded on submission of performance guarantee (in Form 10 of SECTION IV) as per the tender clause and executing the agreement (in Form9 of SECTION IV) 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. EMD will 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.
- 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 Infotower,
Bodakdev, Ahmedabad.
Tel. 91 79 26857316/17/18
Fax: 91 79 26857321
Mobile: 9327084190 / 9898589652.
E-mail: nprocure@gnvfc.net.

(a) 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 Superintendent Engineer (Electrical) on same day & time of opening of the tenders.

- 20.1 The envelopes shall be addressed to:
- (b) Superintendent Engineer (E) Deendayal Port Authority, Electrical Division, 3rd Floor, Nirman Building, New Kandla – 370210.Gujarat-State.
- (c) bear the following identification:

Accompaniments for “Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

Bid reference No **EL/AC/2845**

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://tender.nprocure.com> not later than 15:00 Hrs on 13/01/2025.
- 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://tender.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://tender.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://tender.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://tender.nprocure.com> and the one submitted by the tenderer, the conditions mentioned in the port’s tender document uploaded on <https://tender.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 bidding for any contract with DPA for a period of three years from the date of notification.

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://tender.nprocure.com> and www.deendayalport.gov.in as well as www.eprocure.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.

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 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.

F. Award of Contract

28. 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 bid subject to submission of agreement and performance security.

29. Employer’s Right to accept any Bid and to reject any or all.

However prospective bidder(S) may raise query relating to bidding conditions, bidding process and/or rejection of its bids. The reasons for rejecting a tender or non-issuing tender to a prospective bidder will be disclosed where written enquiries are made by concerned bidder.

30. Letter of Award:

The Chief Mechanical Engineer will issue the Letter of Award (Form No.8) 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 14days (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 one Hundred Rupees (Rs.300/-) Non-Judicial Stamp Paper in the proper departmental format (Form 9) for the due and proper fulfilment of the contract within 14 days (national Bid) 28days (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 work order to commence the work.

i) The original agreement as per the format attached with the tender should be executed on a stamp paper of appropriate value (at present Rs.100/-)

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

Security deposit shall consist of two parts; a) Performance Guarantee to be submitted after issue of LOA, and b) Retention money to be recovered from Running Bills.

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 Deendayal 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.
- 4) The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of Digital Transfer from any nationalized bank/scheduled bank (Except co- operative bank) having its branch at Gandhidham.
- 5) The Deendayal 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 Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.
- 7) 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.
- 8) Bank Guarantee submitted by the contractor should remain valid for a period of 60 (Sixty) days beyond the date of completion of all contractual obligations of the concerned contractor including Defect Liability Period.

34. Issue of Work Order

(Modified as per Clause No. 2 under Special Conditions, Section-III)

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

(Modified as per Clause No. 3 under Special Conditions, Section-III)

The Contract shall be effective after 15 days from the date of issue of Work Order and the work shall be completed within specified completion period.

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.

Sd/-

**Signature & Seal
Of Contractor**

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

SECTION – II

GENERAL CONDITIONS OF CONTRACT

GENERAL CONDITIONS

1. Definitions

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

- a. **“Employer”** means Board of Deendayal Port Authority, a body corporate under the Major Port Authorities Act. 2021, by notification issued by the Government of India, acting through its Chairman, Dy. Chairman or Chief Mechanical Engineer or any other officers so nominated by the Board.
- b. **“Contractor”** means the person or persons, 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 and excise 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:

- a. Increase or decrease or split the quantity of work included in the contract,
- b. Omit any such work,
- c. Change the character, quality or kind of any such work,
- d. Change the dimensions of any such work,
- e. Change in Location

- f. 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.
- g. 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 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. 4 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)

- i) 95% payment after deducting 5% as retention money towards performance security modified as per Clause 6 of Special condition 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 :- NEFT payment or RTGS payment

Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal

Declaration by the bank

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

Signature of the bank manager with the seal.

8. Insurance:

(Modified as per Clause No. 5 under Special Conditions, 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.T 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:

(Modified as per Clause No. 6 under Special Conditions, Section-III)

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 it's 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 as per Clause No. 7 under Special Conditions, Section-III)

- 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 upto 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: (not applicable)

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 $\pm 30\%$ 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 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 worksite. 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:

(Modified as per Clause No. 8 under Special Conditions, Section-III)

- 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 reimburse 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:

Income-Tax deductions and surcharge as applicable thereon shall be made good while making payments due to the contractor for carrying out the work and only net amount shall be paid as directed by the Central Board of Direct Taxes, Ministry of Finance, Government of India.

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. 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 may delegate any of the duties and responsibilities to other Officers / officials 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. 9 under Special Conditions, Section-III)

- (i) Electricity, and water execution of the work at site shall be provided on Free of cost subject to availability. Necessary arrangements has to be borne by contractor.

- (ii) The employer will not provide accommodation, during the tenure of contract. However, suitable accommodation will be provided for site office purpose at inside cargo jetty area.
- (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 will clarify queries on the Technical Data.

32. Approval by the Engineer-in-Charge.

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

The Engineer-in-Charge 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 authorised 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 off 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. 10 under Special Conditions, Section-III)

- i. The Third Party Inspection Agency shall be arranged by DPA and cost of Third Party Inspection mentioned below shall be borne by DPA.
- ii. 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.
- iii. The Third Party shall carry out inspection of work as per tender specification/relevant standard.
- iv. 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 (not applicable)

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 Labourers 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 contracts 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 4th and 19th of every month, to the Engineer-in-Charge a true statement showing, in respect of the second half of the preceding month and the first half of the current month respectively.

1. The number of labourers 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:

(Modified as per Clause No. 11 under Special Conditions, Section-III)

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:

(Modified as per Clause No. 12 under Special Conditions, Section-III)

All the tools, tackles, 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:

In case of carrying out any hot work such as gas cutting and welding necessary regulations, prevailing at Deendayal Port Authority for such works shall be observed by the tenderer and necessary fire watch permit and No Objection Certificate shall be provided by DPA free of cost obtained from the concerned authorities of the port.

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 and Electrical Supervisor Certificate: (For Electrical Work Only) (Modified as per Clause No. 13 under Special Conditions, Section-III)

The contractor shall have valid electrical contractor's licence 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, 6th 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 licence in lieu of the same for consideration.

The contractor shall engage a person having valid Electrical Supervisor's certificate of competency, issued from the Commissioner of Electricity, Energy & Petrochemical Department, (Inspection wing), Block No.18, 6th floor, Sector No.II, Udyog Bhavan, Gandhinagar, Government of Gujarat or equivalent authority from the other states/central Govt, under whose supervision electrical work will be carried out.

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 service tax), duties, fees, Cess etc. and all incidental charges.

58. Labour License:

The contractor will have to obtain License from Assistant Labour Commissioner (ALC), Goplapuri, 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 case the port shall resort to forfeiture of EMD (of any) / SD/BG of the bidder, apart from blacklisting the firm for the nest 3 years.

**Signature & Seal
of Contractor**

**Sd/-
Superintendent Engineer (E)
Deendayal Port Authority**

SECTION –III

SPECIAL CONDITIONS

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

1. The Clause No. 4.2.n of Instructions to Bidders (ITB), Section-I is not applicable.

2. **Issue of work order**

(The Clause No. 34 of Section-I is replaced as under)

The work order will be issued on the submission and acceptance of the following:

Sr. No.	Description	Time period for submission
1	Duly signed agreement along with the required documents.	14 days from the date of receipt of LOA
2	Performance guarantee of appropriate value and in format, prescribed.	21 days from the date of receipt of LOA
3	Bringing the tools & tackles on site mentioned in the ANNEXURE VI of Section V.	21 days from the date of receipt of LOA
4	Submission of the staff profile as per ANNEXURE VII of Section V.	21 days from the date of receipt of LOA
5	Photo ID issued by the contractor in respect of the staff engaged by the contractor	21 days from the date of receipt of LOA
6	Bringing the consumables as per ANNEXURE I of Section V	21 days from the date of receipt of LOA
7	Copy of insurance policy	21 days from the date of receipt of LOA
8	Police Verification Certificate of all the staff engaged by the contractor as per the tender condition	21 days from the date of receipt of LOA

3. Time Schedule:

(The Clause No. 35 of Section-I is replaced as under)

The contract shall be effective from the date of issue of work order and work shall be completed within two (02) years from date of issue of work order.

4. Payment Terms:

(The Clause No. 7 of Section-II is replaced as under)

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

- a) On successful completion of one-month Maintenance contract work for all Cranes, the Contractor shall submit the bill along with that month’s maintenance schedule filled up and complete in all respect, Labour Report, Staff Profile & TPIA certification for that month and payment shall be released to the Contractor for satisfactory working of Cranes and documentation maintained by the Contractor as per Tender Conditions.
- i) In the first year of contract, in order to release 7th and subsequent running account bill, the contractor is required to successfully complete the maintenance work mentioned in Half Yearly Maintenance schedule.
 - ii) In the second year of the contract, in order to release 13th and subsequent running account bill, the contractor is required to successfully carry out maintenance work mentioned in the Half yearly (2nd half) and Yearly Maintenance Schedule of first year.
 - iii) In the second year of the contract, in order to release 19th and subsequent running account bill, the contractor is required to successfully complete the maintenance work mentioned in Half Yearly Maintenance schedule of second year.
 - iv) In the second year of the contract, in order to release 24th running account bill, the contractor is required to successfully carry out maintenance work mentioned in the Half yearly (2nd half) and Yearly Maintenance Schedule of second year.
 - v) Regarding above, if any activities mentioned in the Maintenance Schedules could not be performed by the contractor for the reason attributable to DPA or the reasons beyond the control of the contractor, the payment monthly payment will be released by the DPA. However, said activities are required to be successfully completed by the contractor within the time period stipulated by the CME. In this regard, the contractor is required to give a written submission narrating the circumstances which lead to non-execution of activities mentioned in the Maintenance Schedules. In this regard, the decision of CME will be final and binding on the contractor.

- b) In order to get the reimbursement of the cost of spare parts procured by the contractor as per Clause No. 13 (B) of Section-V, the contractor is required to submit the following documents:
- 1) Certificate of being OEM or authorized dealership certificate.
 - 2) Price list of OEMs/Authorize Dealer.
 - 3) A certificate from OEM/authorized dealer that the rate quoted by them is same as being quoted to other government agencies.
 - 4) A report containing justification for requirement of such spare parts.
 - 5) Copy of invoices for spare parts.
- c) The reimbursement of the spare parts mentioned in Clause No.13 (B) of Section-V will made by DPA on actual basis after receipt of the material in good condition and after submission of required invoices for spare parts.

5. Insurance:

(The Clause No. 8 of Section-II is replaced as under)

The Clause No. 8 (Insurance) of General Condition of Contract (GCC), Section-II is modified and shall be read as under:

- i) All manpower to be posted at site area shall be insured under the Workmen Compensation Act. It will be entirely the contractor's responsibility to take required steps to adequately safeguard the personnel & to ensure that the work is carried out in such manner that maximum safety to personnel is assured.
- ii) No claim/compensation of whatsoever nature shall be entertained by the D.P.A for any loss of property or injury or loss of life during the occurrence of any accident to the contractor's maintenance staff/officials. Contractor is required to get insurance for his staff and property at own cost.

6. Extension:

(The Clause No. 9 of Section-II is replaced as under)

The maintenance contract will be entered for 02 Years initially from date of issue of work order or expiry of existing contract. However, the same can be extended for any period maximum up to 1 years on the same rates of final year, terms and condition with mutual consent.

7. Liquidated Damages:

(The Clause No. 11 of Section-II is replaced as under)

- (I)** The Contractor shall ensure that every 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 85% of total hour per month, deducting one 8Hrs shift of maintenance.

Availability calculation shall compute as under:

Let (A) = Number of possible cranes hour in a month (24 hours may be taken if the Port operation in 3 shifts.)

B= Number of hour the Crane are available under maintenance.

C= Net hour of Crane after planned or preventive maintenance in a month.

D= 85% of hour the Cranes should work in a month.

E= Net availability of crane.

F= Availability maintain or not if any.

G= Penalty @Rs: 1000/- per hour

The above penalty is applicable if the materials are provided from DPA side. If the requisite materials are not available penalty will not be imposed.

Penalty calculation of TIL cranes on monthly basis.

Period* (Monthly)	Total hour in month	Allowed** Planned /preventive Maintenance for each crane	ActualHour In a Month (A-B)	85 % hours of Sr.No. (C)	Availability of Cranes in hours	Short fall hours if any i.e. (D-E)	Penalty @ 1000/- per hour per crane	Out of order
	A	B	C	D	E	F	G	H

(II) SHORTFALL OF STAFF:

In case of any shortfall in deployment of maintenance staff as per Clause 5 of Section-V, penalty as under per shift per staff will be levied.

- (i) Site Engineer at the rate of Rs. 2000/-
- (ii) Mechanical / Electrical / Electronic Engineer Rs 1500/-
- (iii) Supervisor Mechanical/Electrical / Electronic Engineer- 1000/-
- (iv) Skilled staff such as Mechanical/Electrical technician /welder cum fitter Rs 800/-
- (v) Unskilled staff such as Helper/Cleaner – Rs 500/-

(III) SHORTFALL OF CONSUMABLES:

In case the contractor fails to maintain requisite quantity of consumables as mentioned in ANNEXURE-I of Section V, penalty at the rate of Rs. 2000/- per day and part thereof basis will be recovered from the payment of contractor till the materials is deposited by the contractor.

(IV) TOOLS & TACKLES:

In case the contractor does not keep required tools & tackles as per ANNEXURE-VI of Section V, penalty at the rate of Rs. 1000/- per day and part thereof basis will be recovered from the payment due to the contractor till the **required tools & tackles are arranged** by the contractor.

(V) DELAY IN PROCUREMENT OF SPARES:

In case the contractor fails to procure the material within the time limit mentioned in the offer of the supplier which will be obtained by the DPA as per clause no. 13(B) of section V, penalty at 1/2% of the “Supply Order Value” (Annexure-IV) per week or part thereof will be recovered till procurement of the same. There is maximum limit of imposition penalty i.e. 10 % of value of supply order.

(VI) DELAY IN SUBMITTING MAINTENANCE SCHEDULE:

In case there is a delay in submitting the maintenance schedules mentioned in Clause No. 3 of Section-V, penalty at the rate of Rs. 1000/- per day and part thereof basis will be recovered from the payment due to the contractor till the schedule is submitted by the contractor.

(VII) DELAY IN COMPLETION ACTIVITIES AS PER MAINTENANCE SCHEDULE:

In case the contractor failed to execute any activities mentioned in the Maintenance Schedules or failed to execute it within the extended period allowed by DPA, penalty at Rs. 1000/- per activity per month and part thereof basis will be recovered from the payment due to the contractor till the activity is successfully completed by the contractor.

(VIII) REGISTER UPDATE:

In case the contractor does not maintain or update any log book or register as per Clause No. 15 of Section-III, penalty at Rs. 1000/- per register or log book on per day and part thereof basis will be recovered from the payment due to the contractor till the same is maintained or updated by the contractor.

(IX) DELAY IN ASSESSING THE REQUIREMENT OF SPARES:

In case the contractor fails to submit the list of spare parts as mentioned in clause no. 13(B) of Section V within 30 days from the date of issue of work order, penalty at the rate of Rs. 2000/- per day and part thereof basis will be recovered from the payment due to the contractor till the list is submitted by the contractor.

(X) DELAY IN ATTENDING BREAKDOWN:

For any breakdown (except major breakdown) during operation of the crane, Staff has to instantly attend and rectify the breakdown within 60 minutes, exceeding which, an amount of Rs.600/- will be charged or levied as penalty for every hour or part thereof for the first 2 hours. After which, the penalty will be levied at double the rate per hour or part thereof. However, In case of change of wire ropes/ drives failure / repair/motor failure will be given at 8 hrs.

8. Guarantee:

(The Clause No. 14 of Section-II is replaced as under)

The guarantee period shall be valid up to 18 (Eighteen) months with effect from the date of acceptance of the spares by DPA or 12 (twelve) months from the date of installation, whichever is earlier in case of Contractor supply the spares as per Clause No. 13 (B) of Section-V against supply order (Annexure-IV).

The Contractor shall give guarantee to 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 give guarantee to the Board that all materials, equipment and the supplies furnished by him will be new and fit for their intended purposes.

The Board shall promptly notify the Contractor in writing of any claim arising under this guarantee. Upon receipt of such notice, the Contractor shall promptly repair or replace the defective goods and/or services at no cost to the Board.

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.

9. Employer's Obligation:

(The Clause No. 30(ii) of Section-II is replaced as under)

Two quarter will be allotted, if required, by contractor 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 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.

For office/store purpose, room will be allotted if available. If not then space will be allotted for keeping Container on chargeable basis as per the DPA norms. Further the electricity will be charged to the contractor as per DPA norms. However, electricity for the testing of drives as well as equipment maintenance of Cranes will be free of cost.

D.P.A shall arrange power supply, fire watch, free of cost to the contractor. The contractor has to take necessary arrangements for power supply from nearest substation or Isolation room, till location of ELL cranes, any damage happened to cable or power loss has to be taken care by the contractor.

10. Third Party Inspection:

(The Clause No. 46 of Section-II is replaced as under)

DPA shall appoint the TPIA for monitoring the AMC work, if any observations/queries are made by Third Party Inspection Agency; 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 quarries 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.

11. Registers to be maintained at site:

(The Clause No. 50 of Section-II is replaced as under)

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.

3. Material accepts & issue register

A Material accepts and issue register is to be maintained by the contractor at the site. The consumable material received at site and issue of the same to be noted in the register and said record to be maintain during the tenure of Contract. The Material accepts and issue register shall be property of the Board and shall be maintained at Crane Store.

In addition to above registers maintained, the contractor is required to maintain the following

registers:

- i) Form A- Employee Register (complete data base of employees, replacing earlier adult register Form XIII)
- ii) Form B- Wages Register
- iii) Form C- Register of Loan/Advance/Fine/Damage/Loss
- iv) Form D- Register of Attendance
- v) Form E- Register of Leave/Rest/Com-off

All the documents prepared by the contractor will be the property of DPA. The contractor will not share the information contained in the above said log books registers with any outside person without written permission of EIC.

The contractor will hand over the logs and registers to DPA at the time of completion of contract period.

12. Tools & Tackles:

(The Clause No. 52 of Section-II is replaced as under)

All the tools and tackles as per **ANNEXURE-VI** of Section V, will have to be arranged by the contractor at his own cost for executing the work. Arrangement for storing the materials, tools etc. will also have to be made by him. The EMPLOYER shall not be responsible for any theft/loss of any materials, tools, etc. stored/brought by the contractor for execution of work within the Port area.

13. Valid Electrical Contractor License and Electrical Supervisor Certificate: **(For Electrical Work Only) (The Clause No. 55 of Section-II is replaced as under)**

The Crane Manufacturers or Authorized dealer/Channel partner are exempted to submit Valid Electrical Contractors License issued by Competent Authority.

14 Rejection:

Substitution, changes or delays shall not be accepted unless confirmed by us. Rejected materials, if any, shall have to be collected from site within two weeks after receipt of intimation.

15 Reduced Rates during Major Repairs:

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 11th day of date** of withdrawn of the crane till it put into operation. However, AMC Contractor has to maintain cleaning of complete crane, maintenance of power supply travelling operation, greasing of travelling bogies, maintain on operation condition of working drives, lighting of cranes and maintenance of Air Conditioners. However, at the time of issuing the work order, if any crane is under major repair, the Contractor shall take over the working cranes and proportionately deploy the Labour and the payment for cranes taken over by contractor shall be made to contractor, but the payment of crane which is under major repairs shall be given to contractor only after taken over by contractor after major repairs and increase the man

power proportionately which reduced during non-working of cranes under major repairs.

16. 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 as per the format provided in Section IX.

- a. The potential bidders shall download and print the IP Agreement signed by the Employer and their witness and affix his/her signature on the IP Agreement in the presence of a witness from his/her side, who shall also affix his/her signature thereof. Having completed the signing procedure, the potential Bidder shall upload the duly filled and signed IP Agreement on n-procure portal.
- b. The procedure mentioned above regarding signing of Integrity Pact Agreement by both the parties (Employer and Potential bidders) shall be completed online. However, in case of any technical glitch due to which if any potential bidder is unable to upload the IP Agreement, then he/ she shall submit the Hard Copy of the dully filled, signed IP Agreement, to the Department concerned of DPA within a period of seven days and prior to opening of the Technical Bid, failing which Bid of potential Bidder shall be treated as disqualified.
- c. The “principal” means “Deendayal Port Authority” and “Counterparty” means “Vendor / Supplier / Contractor”. If a Counter party 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 Counter party 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 counter party in such cases.

- 17.** 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 notallowed 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 o the contractor / service provider /Supplier.

Sd/-

**Signature & Seal
Of Contractor**

**Superintendent Engineer (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 Guarantee Format) (Not Applicable for this tender)
7.	Bid security declaration form (For MSEs)

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)
14.	Certificate to be issued by Third Party Agency on their Letter Head
15.	Certificate to be issued by Manufacturer on their letter head

SPECIMEN OF APPLICATION

(To be executed on bidder’s letter head)

To

The Superintendent Engineer (E)

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 **(EL/AC/2845)**
- (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	2021-22	
	2022-23	
	2023-24	

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 23**.

3. Similar works

Particulars	Year	No. of Woks	Value
Total value of completed similar work as defined in the tender document during last 7 years ending last day of the	2017-18		
	2018-19		
	2019-20		

month previous to the one in which NIT is invited.	2020-21		
	2021-22		
	2022-23		
	2023-24		

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
1	2	3	4	5	6	7	8

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
1	2	3	4	5	6	7

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)

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 n-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
& 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:

Form-5

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) (Not Applicable for this tender)

[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's Bank details area as under

Account No. 10316591671

IFSC Code : SBIN0060239

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]

(Applicable for MSE's)

Form-7

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)

Form-8

LETTER OF AWARD FORMAT

No: _____

Date: _____

To _____

(Name and Address of the Contractor)

Sub: Tender No. _____ (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 Rs. _____.

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 @ 5% of contract price amounting to Rs. _____

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

Rs. _ paid in form of BG/FDR/Digital Transfer (to be submitted within 21 days of issue of LOA)

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 Superintendent 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) BG/FDR/Digital Transfer 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. _____

Secretary

2. _____

Deendayal Port Authority

SPECIMEN BANK GURANTEE TOWARDS PERFORMANCE

GUARANTEE/SECURITY DEPOSIT

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

To,

The Board of 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 Lodgement of Government Promissory Loan Notes for the due fulfilment 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
sitor 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).”

(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

Form-11

SPECIMEN LETTER OF AUTHORITY FROM BANK FOR ALL BGs

(To be executed on Bank’s Letter Head)

Date:

To,
The Board of Deendayal Port Authority,

Dear Sir,

Sub: Our Bank Guarantee No. _____
dated _____ for Rs. _____ favoring yourselves issued on a/c of
M/s. _____

(Name of contractor).....

We confirm having issued the above mentioned guarantee favouring
yourselves, issued on account of M/s. _____ validity for expiry up
to 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) 1st extension vide EE’s No. Dated Month Days
 - (b) 2nd extension vide EE’s No. Dated Month Days
 - (c) 3rd extension vide EE’s No. Dated Month Days
 - (d) 4th extension vide EE’s No. Dated Month DaysTotal 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

Dated

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 fromContractor 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 Superintendent Engineer)

1. Date of receipt in the Divisional Office.
2. Superintendent Engineer’s 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. Superintendent 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 Superintendent Engineer

Date

Dy. HOD/SE’s recommendations

Signature of Dy. HOD

Date

HOD’s recommendations/approval.

Signature of Chief Mechanical Engineer

Date

(Applicable in case of Procurement of Equipment)

(CERTIFICATE TO BE ISSUED BY THIRD PARTY AGENCY ON THEIR LETTER HEAD)

To,

M/s. Deendayal Port Authority,

Kandla (Kutch)

Gujarat, INDIA.

This is to certify that the (name of equipment) designed, manufactured and supplied to Deendayal Port Authority are conforming with the Quality Assurance and Standards as per proven design and Model No. / Drawings submitted by M/s _____ in the Tender No. _____ of Deendayal Port Authority.

Signature & Seal of Authorized

Representative of Classification Society.

Form-15

(Applicable in case of Procurement of Equipment)

(CERTIFICATE ISSUED BY MANUFACTURER ON THEIR LETTER HEAD)

To,

M/s. Deendayal Port

Authority, Kandla (Kutch)

Gujarat, INDIA.

This is to certify that the proven design submitted with Bid conforms with all the standards and generic specifications of (name of equipment) given at Page No. of the Tender No. (insert tender no.) of Deendayal Port Authority.

Signature & Seal of Authorized

Representative of the

Manufacturer

SECTION – V

Scope of Work

1. General:

3 Nos. TIL Cranes of 25T capacity ELL Cranes were commissioned at Berth Nos. 10 & 11 & inside Cargo Jetty Area, Deendayal Port Authority in the year 2006-07.

Deendayal Port Authority intends to outsource the Maintenance of 3 Nos. above said Cranes to a resourceful outside agency with sufficient expertise in the field. The main objective of the work “Maintenance Contract of 3 Nos. 25T capacities TIL makes wharf Cranes for a period of 2 Years”

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.
4. The Maintenance Contract will be entered for 02 years initially from the date of issue of Work Order. However, the same can be extended for any period maximum up to 1 year on the same rates of final year, Terms & Condition and quantity (arrived proportionately).

2. Commencement of AMC work.

On issuance of work order, Contractor shall take over all the three number of TIL cranes in present condition and commence the AMC work.

- (a) Full AMC will be applicable for respective no of crane (s) put in traffic operation.
- (b) In case of crane (s) is not worthy for traffic operation payment will be made at 20% reduced rate of the AMC cost will be applicable, until the Crane (s) is put in operation. However, it will be in the scope of AMC contractor to perform the basic maintenance works to upkeep the cranes.

At the time of commencement, due to any reason, if crane is idle/under breakdown for long time, then labour / consumables/spares required to put the said ELL Cranes into traffic operation for the first time will be in scope of AMC Contractor. However, cost of said spares/consumables will be reimbursed by DPA on actual

invoice basis for particular system and AMC Cost is to be paid 20% till put in to commission. The said spares/consumables shall be bought from OEM/authorized dealer on written confirmation of EIC only.

Moreover, after detailed examination, list of critical spares required for un-interrupted operations (i.e. in scope of DPA) as per the OEM maintenance plan along with supporting documents in acc. with procurement manual, valid budgetary offer of OEM etc. shall be provided within a period of 30 days from putting ELL Cranes into traffic operation. If the spares be in the scope of the DPA , the breakdown will be attribute to DPA otherwise it will be attributable to Contractor. Further, delay for more than 10 days for any reason the clause No 15 of section III is applicable i.e. 20% reduced rate.

The Maintenance Contract includes all kind of schedule and preventive maintenance as per ANNEXURE's (Daily/Weekly/ Monthly/Half yearly/Yearly) & also includes Breakdown Maintenance and all other repairing works with all labour and materials. Apart from consumables mentioned as per ANNEXURE, required materials mentioned and updated time to time are to be procured by the contractor as and when required and accordingly, cost will be reimbursed by DPA on actual basis. However, on entering in contract joint material inspection will be conducted and the materials which are not available with DPA but require on priority for 1st year AMC, such spare parts shall be procured and supplied by the contractor to DPA at its Store in good condition. The spare parts and consumables, procured and supplied to DPA by the contractor will be the property of DPA.

In the circumstances, where the contractor fails to identify the requirement of spare parts, DPA will give a written instruction to the contractor to procure the spare parts list and also intimate the quantity, rate and source of procurement of the spare parts to the contractor from the specific source. In any case, the payment to the contractor towards the purchase of spare parts (not consumable) will be reimbursed on actual basis as mentioned above.

The cranes shall be secured, if any weather forecasting is there or directed by DPA.

Travelling Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, anchoring attachment, thrusters and its travel structure

etc. Weekly greasing to all movable parts, pins, hardware’s etc. with suitable grease gun, if grease is not moving in its periphery area, the same is to be attended, Cleaning of its electrical

drive, resistance box cables and its illumination. This also include replacement of old oil from gearbox& to top up with 460 grade new gear oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box, Replacement of hardware’s, Brake liner, rusted hardware’s, if require replacement or if got wear out, same is to be attended by contractor along with requisite original/equivalent material. Similarly its motor is of 5.5 KW squirrel cage motor of SEW make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor on their own cost.

Slew Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, fluid coupling, thrusters, and SLEW BEARING. Weekly greasing to all movable parts, pins, hardware’s etc. with suitable grease gun, Grease grade EP2, Cleaning of its electrical drive, resistance box cables. This also includes attending of coupling pulley and hardware every year without fail, gear box, replacement. Hardware’s, brake liner is to be attended by contractor along with requisite original/equivalent material, Similarly its motor is of 37 KW squirrel cage motor of Siemens make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Hold/Close Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, drum, thruster, encoder and its machine house structure etc. Weekly greasing to all movable parts, pins, hardware’s etc. with suitable grease gun, if grease is not moving in its periphery area same is to be attended, similarly cleaning of its electrical drive, resistance box cables and its illumination. This also include replacement of old oil from gearbox & to top up 460 grade new gear oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box, Replacement of oil seal, rubber bush, brake liner, drum coupling, thruster part if got wear out same is to be attended by contractor along with requisite original/equivalent material, This also include its hardware’s etc. Similarly its motor is of 250 KW squirrel cage motor of Siemens

make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Luff Assembly:

The Maintenance Schedule consists daily cleaning of whole assembly such as gearbox, motor, coupling, luff screw, thruster, encoder and its structure etc. Weekly greasing to all movable parts, pins, hardware's etc. with suitable grease gun, if grease is not moving in its periphery area same is to be attended, similarly cleaning of its electrical drive, resistance box cables and its "A" frame illumination. This also include topping of recommended oil/grease in central lubrication pump, if leaking from any gear box, Replacement of existing oil with new oil immediately after awarding of contract and it will be done once in two year and include topping of oil if leaking from any gear box. This also include replacement of luff nut, rubber bush & hardware's, coupling /thrusters /lubrication pump parts if got wear out same is to be attended by contractor along with requisite material, Similarly its motor is of 45 KW squirrel cage motor of Siemens make, if its parts like spring/ terminal plate/fan/bearing/fan cover got wear out same is to be attended by contractor.

Apart from above assembly there are sheaves & pins of main jib/fly jib/A frame which are to be cleaned thoroughly & shall be grease once in a month. Wire ropes of size 32 mm. are to be lubricated fortnightly, if got damage during operation, same are to be replaced; complete illumination of crane from inside & outside shall be maintained with proper Industrial illumination fixtures by contractor. This also includes maintenance of Grabs and to attend its leakage from jaws with suitable methods, grabs are of various capacities such as 10 m³, 12 m³, 16 m³, 18 m³ & Hook blocks.

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.

Load lifting assembly of Wylie is installed in every crane for its radius & load lifting display & for safety of crane, i.e. Alarm & tripping which is to be calibrated & if found erratic same is to be attended by contractor. However, if require to replace with new one, same will be replaced by DPA by separate work.

These Cranes were equipped with Siemens (SEMOVERT) drives at the time of inception. At present these drives are phased out by the Siemens and due to that Revamping / retrofit has been done in Crane No. 12 with new version (SINAMICS) drives of M/s. Siemens in the year 2016. The other 2 cranes drives were also retrofit with latest version of (SINAMICS) drives of M/s. Siemens in the year 2021. In case of failure of any driver the spare parts, control cards and its components, same will be provided by DPA. However, as and when required laptop uploaded with software will be provided for trouble shooting only.

Moreover, the record keeping shall be maintained as per ISO Norms, apart from same Site Order Book for instruction is to be maintained.

The contractor shall submit the monthly & yearly report of each crane regarding its availability, utilization to concern officer.

Maintenance / repairing of all the Mechanical, Electrical & Electronics parts / accessories of all the drives (i.e., Hold, Close, Slew, Luff and Long travel), power supply system and other auxiliary systems including repairing and replacement of drives, PLC unit, Master controllers, limit switches, motors, gear boxes, CRD, central collector column, power and control contactors, fuses, HRC fuses, batteries and other consumables. Moreover, attending the H.T fault from substation to the bell-mouth is in the scope of the contractor with the support of the DPA representative.

Contractor’s personnel:

The Contractor must engage trained, qualified and experienced staff for smooth, safe & trouble free operation and maintenance of the 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 Cranes, Electrical Circuit of Electrical Power/Control System, Siemens PLC & Drive System, Maintenance of LT Equipment, Lighting System, earthing system, etc. preferably in Cranes and are in a position to rectify defects developed during the operation of the Crane with minimum down time.

The Contractor shall deploy their Service Engineer (Overall in Charge) along with skilled supervisors (Mechanical & Electrical), Technicians (Mechanical, Electrical

& Electronics) and unskilled staff such as Oilman, Cleaner, Helper, etc, during the contract period.

In natural climates such as cyclone, heavy rain, warning situations the contractor shall be responsible for making arrangements for locking of Cranes, its super structure etc. even after that any damage occurs to Cranes due to negligence of contractor, the contractor shall be responsible for that & damage shall be made good by contractor at his own for which DPA shall not pay.

The Contractor must remove immediately the workmen in case of indiscipline, misconduct, negligence in duty, suppression of facts, deliberate mishandling of machine & equipment, sabotage, professional in-competency etc.

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.

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.

During the period of the Contract, if the Contractor intends to induct new work men or make alterations in their grade, the Contractor shall communicate the same for acknowledge to DPA.

The Contractor shall employ skilled Supervisors (Mechanical & Electrical) in each shift for overall co-ordination of operation and maintenance of the Cranes apart from engineers for different systems/equipment's and Overall-in-charge during shifts, who will oversee and be responsible for all the functions of Crane operation and maintenance. The Highly skilled Supervisors (Mechanical & Electrical) shall co-

ordinate with shift –in-charge of DPA posted in each shift or Engineer-in-Charge for smooth execution of the maintenance contract.

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.

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.

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.

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.

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.

The Service 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.

3. Submission of Maintenance Schedule:

Maintenance Schedules to be followed during the AMC contract are given at Annexure-V (a) to V (e) of Section-V. Accordingly, contractor shall prepare the each substation and equipment wise maintenance schedule i.e. Daily/Weekly/Monthly/Half yearly/Yearly for performing the maintenance work. The Maintenance Schedules are indicative and subject to review by EIC as and when

need arises which will be final and binding on the contractor without any financial implication.

So far as activities indicated in the half yearly and yearly maintenance schedule are concerned, the successful bidder will submit a schedule to EIC showing the months in which the activities mentioned in the half yearly and yearly maintenance schedule will be carried out and the preparation to be done by DPA in this regard.

The time lines for submitting above half yearly and yearly activity schedule are as under:

Description	Time line
1st year of AMC contractor	
1) half yearly activities	Within 30 days from the date of issue of wok order
2) 2nd half year activities	Between 5th and 6th month of the contract period
3) Yearly activities	Within 30 days from the date of issue of wok order
2nd year of AMC contractor	
1) half yearly activities	Between 11thth and 12th month of the contract period
2) 2nd half year activities	Between 17th and 18th month of the contract period
3) Yearly activities	Between 11th and 12th month of the contract period

The Engineer-in-charge can change the month proposed by the contractor for carrying out such activities considering the operational circumstances and other priorities. In this regard, the decision of Engineer-in-charge will be final and binding on the contractor.

4. Documentation:

Crane Equipment’s parameters should be recorded in daily logbooks. Separate log books will be prepared for separate equipment.

Contractor should maintain individual History Records for all critical equipment’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 (Electrical) or his nominees.

5. Deployment of Maintenance Staff:

The Contractor shall have to deploy Service engineer (over all In-Charge) who has 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 man power to reduce the down time of Cranes.

Sr. No.	Designation	Qualification	Timings
1	Site Engineer	Degree/Diploma in Mechanical/Electrical Engineer with at least 5-7 years of experience in maintenance bulk handling equipment like ELL Cranes/ Ship-loader/ship unloader/stackers/reclaimers etc.	1 in General shift
2	Mechanical Engineers	Degree/ Diploma holder with 3 years relevant experience.	1 in General shift
3	Electrical / Electronic Engineers	Degree/ Diploma holder with 3 years relevant experience.	1 in General shift

4	Time office clerk	Higher secondary passed with computer proficiency.	1 in General shift
5	Skilled Supervisor (Mechanical)	Diploma holder with 5 years relevant experience.	1 in each shift
6	Skilled Supervisor (Electrical)	Diploma holder with 5 years relevant experience.	1 in each shift
7	Mechanical Technicians.	ITI Holder with relevant Experience.	1 in each shift
8	Electrical / Electronics Technician	ITI Holder with relevant experience.	2 in each shift
9	Welder cum fitter	Having knowledge of welding & fitting at any workshop.	1 in General shift
10	Cleaner	Having knowledge of cleaning of heavy machinery at any workshop	1 in each shift
11	Helper	Worked as Helper / Cleaner of any artisan at any workshop	2 in each shift

Total 29 staff members.

The normal deployment of Contractor’s personnel in each shift shall be on 8hrs. 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. Accordingly, the contractor has to arrange leave reliever for the staff who are working in shift duties. The staff working in General shift will take weekly off on Sunday. In case any work is planned or breakdown on Sunday, the relevant staff has to be attend the duty and take weekly off on another day.

6. Operation:

The Cranes will operate in 3 Shift basis (24 hrs. a day) & 365 days a year. The normal shift timings are as follows:

1st Shift	-	07:00 hrs. To 15:00 hrs.
2nd Shift	-	15:00 hrs. To 23:00 hrs.
3rd Shift	-	23:00 hrs. To 07:00 hrs.
General Shift	-	08:00 hrs. To 17:00 hrs.

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

7. Meetings with DPA officials:

Overall In- Charge shall interact with DPA or authorised representative of DPA regarding Crane operation and maintenance every day or as desired by DPA. The maintenance activities and also other activities (if any) shall be reviewed/discussed weekly in the review meeting to plan maintenance requirements. The Overall in-charge of the Contractor and Shift-in-charges along with the Engineers from DPA shall attend this meeting.

8. Maintenance:

Maintenance of 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.

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:

8.1 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 performed specially to prevent occurrence of faults /failures.

Preventive maintenance can be divided into following subgroups

8.1.1 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.

8.2 Breakdown maintenance:

Maintenance which is required when an item has failed or worn out to bring it back to working order i.e. in case failure of Drive Spares, Insulator, motor, gearbox, resistor unit.

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.

9. Based on maintenance practices as mentioned above, following are the gist 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.

10. Routine inspection and Condition monitoring:

Inspection of all 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 other reason. Action shall be taken on the observations during inspection and condition monitoring.

11. Lubrication:

Lubrication is an important activity in the system of maintenance. The Contractor shall prepare and implement the lubrication schedule as per the maintenance manual for all Cranes. The Contractor shall supply all type of lubricants recommended by the equipment manufacturer. A well-conceived lubrication schedule should include its application by the right method, at proper frequency, storage, handling and identification.

Contractor shall conduct i) periodic lubrication of wire ropes, handling tackles etc., ii) periodic lubrication of lifting appliances, hoists, and chain pulleys, etc as per the ISO requirement and it shall be his responsibility to make good any defects promptly.

Lubrication of Slew Bearing: - The Slew Bearing is the highly Critical Part of the Crane. Improper greasing or poor quality grease may lead to failure of Slew Bearing, which will result into major breakdown of cranes for long time. Therefore, after 100 operational hours (Maximum) or before completing 100 operational hours if required

the Raceway shall be lubricated. The gear of slew bearing shall be lubricated weekly and gear should always have sufficient grease.

The shorter lubrication periods apart from above mentioned time schedule shall be adopted in case of high amounts of moisture, high dust or dirt effects, and strong temperature changes as well as continues rotation. For Raceway & Gear of Slew Bearing the following make & type of Greases to be used as per recommendations of OEM of Slew Bearing i.e. M/s RotheErde.

The make & type of Greases for Slew Bearing brought by Contractor during AMC period shall be approved from Engineer-in-Charge, as it is the part of Consumables to be supplied by Contractor.

Sr. No.	Part Of Slew Bearing	Make	Type
01	Raceway	Aral, Castrol, Total, Kluber lubrication, Mobil, Fuchs, IOC, BPL, Reliance, Lubricants, Shell	Aralub HLP 2, Spheerol EPL 2, Multis EP 2, Centoplex EP 2, Mobilux EP 2, Lagermiester EP 2, AlvaniaEp (LF) 2. Even if latest lubricant manufacturer can also be enlisted, subject to having all the relevant characteristics / equivalent of existing one to be provided by contractor.
02	Gear	Aral, Castrol, Total, Kluber lubrication, Mobil, Funch, IOC, BPL, Reliance, Lubricants,, Shell	Aralub MKA –Z 1, Mollub-Alloy 970/2500-1, Ceran AD PLUS, GRAFLOSCON C-SG 0 ultra, Mobile gear OGL 461, Ceplattyn KG 10 HMF, Malleus OGH. Even if latest lubricant manufacturer can also be enlisted, subject to having all the relevant characteristics / equivalent of existing one to be provided by contractor.

12. Major Breakdown:

In case of the major breakdown as per Annexure-III of Section-V, the repair work shall be carried out through AMC contractor/OEM/Any Reputed contractor as per relevant standards on receiving approval from competent authority with the third party inspection arranged by DPA on the particular work. The major break down is

not in the scope of AMC contractor. If Major break down/ any Break down is repaired within 10days by the AMC Contractor, the B/D time is in the account of DPA and the TPI inspection cost shall be borne by DPA.

13. Consumables & Spares:

A) CONSUMABLE:

The Contractor shall arrange to maintain the consumables as per Annexure-I (A & B) on monthly basis to the crane store of DPA and material will be issued on production of requisition by Contractor. Consumables are to be maintained within 7 days of commencement of every month (monthly billing cycle).

B) SPARES

- (a) The contractor, within 30 days of issue of work order, is required to inspect of all 3 Nos. of TIL cranes and submit a list of spare parts for immediate replacement. The list should also consist a technical report, test report (if required), quantity, part nos., description of material. DPA will finalize the list and intimate the quantity, rate and source of procurement of the spare parts to the contractor. Accordingly, the contractor will procure the spare parts. Once the spare parts is procured and deposited by the contractor in the store of DPA in good condition, the reimbursement will be made by DPA on actual basis. A tentative list of such spare parts (which is not final) is placed at Annexure-II (A) & (B) of Section-V.
- (b) Contractor is responsible for a planning and procurement of spare parts from time to time for effective performance. The contractor shall plan the requirements in Annexure-I & II and submit to DPA along with rates, accordingly DPA shall process the draft supply order which is the part of Tender and after approval of competent authority the contractor shall procure and supply the same to DPA within the time period specified in supply order.

Once the spare parts is procured and deposited by the contractor in the store of DPA in good condition, the reimbursement will be made by DPA on actual basis. The spare parts and consumables procured by the contractor will be the property of DPA.

In the circumstances, where the contractor fails to identify the requirement of spare parts, DPA will give a written instruction to the contractor to procure the spare parts list and also intimate the quantity, rate and source of procurement of the spare parts to the contractor from the specific source.

14. Maintenance of Illumination System:

The contractor shall be responsible for maintenance of illumination system of Cranes i.e. inside & outside luminaries fixed at cranes for desired illumination level in different areas of Cranes during day and night operation of the Cranes as per requirement which is very much essential from operation and safety point of view.

15. Safety:

The Contractor shall observe all applicable regulations regarding safety of man and machine.

16. Watch & Ward:

During the Maintenance contract watch and ward of consumables and other tools shall be under the scope of the contractor.

17. Availability:

Availability of crane shall be 85% per month after deducting the maintenance period.

18. Painting work on cranes:

The Contractor have to paint all the Cranes one by one by cleaning of blister formation, rusted surface of crane main structure & secondary structure complete during First / Second year of commencement of AMC Contract. The paint shall be applied as under and as directed by Engineer-in-charge.

- a. First coat of epoxy primer.
- b. Second coat MIO.
- c. Third coat of Epoxy polyurethane finish paint to safeguard the crane against rusting as per the existing shade.

Note: - Paint and thinner shall be supplied by DPA free of cost if available. In case of non-availability of paint and thinner with DPA the contractor shall provide the paint and thinner with written consent of DPA as mentioned in above paras and the cost of paint and thinner shall be reimbursed by DPA on actual basis. The downtime for painting **shall be considered in DPA account, provided sufficient manpower shall be deployed for painting under time bound period.**

19. H.T. trailing cable joint:

During loading/unloading of cargo, by any reason if trailing cable of Copper Conductor EPR Cable got damaged, contractor will make EPR/heat shrink joint on

it, complete with labour & materials.

Description of Trailing Cable: 3C X 25 + 3C X 16/3 sq.mm, 11KV (E) Grade ERP insulated flexible round trailing cable.

Length: 100 Meter for each Crane

Note: - Cable Joint kit shall be supply by Contractor free of cost (from the consumables they have deposited).

20. Accidental damage:

If Crane stationed at any point and same got damage due to dashing or due to natural calamity, under such circumstance the repairing /re-commissioning will not be in the scope of the AMC contractor. For which the work may be carried out separately.

21. Replacement of Slew bearing:

In case of failure of slew bearing, the replacement work including procurement will be carried out separately by Deendayal Port Authority. The expenditure in this regard will be borne by DPA.

22. Out of Service Securing and Storm Anchors

Hydraulically operated Rail Clamps shall be provided on each legs of the crane to clamp the crane to the rails. The clamps shall be capable of safely holding the crane against movement by wind with 50% of the wheel brakes inoperative. Electric interlocks shall be provided such that the travelling machinery cannot be energized until the clamps have been released. It should be noted that the top of the rails are flush with the surface of the concrete and that the sides/undersides of the rail will be

surrounded with concrete and will therefore not be available for clamping. The clamps should have sufficient tangential holding force to safely hold the crane in locking position during non-operating wind conditions. The rail clamps are to be quick acting mechanically operated hydraulically released type. The clamp jaws should grip the rail from top. The jaws should have replaceable hardened steel teeth. When released, the clamps should not drag on the rails. Limit switches should be provided for interlocking the clamps with the long travelling mechanism to ensure that the long travel motors cannot be started with the clamps engaged.

Sd/-

“Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

2024

Seal & Signature
Engineer (E)
of Contractor
Authority

Superintending
Deendayal Port

ANNEXURE –I

Consumables:

A. MECHANICAL CONSUMABLE ITEM

Sr. No.	Description	Qty.
1.	460 / 320/220GEAR OIL or suitable for drive gears as recommended by OEM for	1 Drums (210ltrs) of

	HOLD/CLOSE, Luff, Slew & LT	each type of Oil.
2.	EP 2 GREASE. (Lithium saponified mineral oil of NIGI Grade 2 with EP Additives).	1 Drums (180 Kg.)
3.	OIL FOR FLUID COUPLING Servo 32 or 46 or its equivalent.	20 ltrs.
4.	CARDIUM COMPOUND.	1 Drums (180 kg)
5.	GAS (DA)	1 Cylinder
6.	GAS (OXYGEN).	2 Cylinder
7.	WELDING ELECTRODES FOR ALLTYPES OF METAL WELDING/FILLING.	Hardox 7018 – 10 PktMS 6013 - 10Pkt SS – 10Pkt.
8.	DIESEL/CLEANING SOLVENT.	40 ltrs.
9.	CONTACT CLEANER SPRAY.	10 Tin (500 ml)
10.	RUST CLEANER SPRAY.	10 Tin (500 ml)
11.	HIGH TENSILE NUTS & BOLTS, ALLEN KEY OF ALL SIZE WITH FLAT/SPRING WASHER, SPLIT PIN.EXCLUDING SLEWBEARING HARDWARE.	As per requirement
12.	CLEANING CLOTH	100 kg.
13.	Araldite /M seal/ Anabond	5 Pkt. each
14.	EPOXY / ENAMEL PAINTS MARINE GRADE SUCH AS (JOTUN, INTERNATIONAL/CARBOLINE/SIGMA).	4 Drums (20 ltrs.)
15.	EPOXY METAL / ENAMEL METAL REDOXIDE.	4 Drums (20 ltrs.)
16.	LEAD /RESIN COMPOUND.	10 kg.
17.	HYDRAULIC OIL FOR THRUSTERS.	1 Drum (20 ltrs.)
18.	HYDRAULIC OIL FOR THRUSTERS.	1 Drum (20 ltrs.)
19.	OIL SEAL OF ALL SIZES.	As per site

		requirement
20.	RUBBER BUSH & HARDWARES FOR ALL COUPLINGS.	As per site requirement
21.	EPDM RUBBER BEEDING & TOUGHEND GLASS OF ALL SIZES.	As per site requirement
22.	ALL TYPE OF CLEANING BRUSHES (SOFT HAIR/COIR/NYLON BRISTLES).	As per site requirement
23	M.S Angle 50 x 50 x 6mm	05 mtr
24	M.S Channel Size 150 x 60 x 8 mm	05 mtr
25	Square Pipe 25 x 25 mm	10 mtr
26	M. S plate 3 mm (of Size 4 x 8 feet)	01 no
27	Chequer Plate 5mm x 3600 x 1500 (Approx. 216 Kg)	1 sheet
28	32mm dia G.I Class "B" Grade Pipe (5 mtr length per pipe)	5 no's

B. ELECTRICAL CONSUMABLE ITEM

Sr. No.	Description	Qty.
1.	LED fixtures of rating 70 to 250W. INDOOR/OUTDOOR, INDUSTRIAL FIXTURES	As per site requirement
2.	PUSH BOTTON / ACTUATER / CONTACT BLOCK/COILS/MPCB/SMPS	As per site requirement
3.	INDICATION LED LAMP/ KWH/VOLT & AMP METERS CT TYPE	As per site requirement
4.	CONTACTOR KITS OF ALL SIZES ALONG WITH THEIR RATED COIL	As per site requirement
5.	CRIMPING TYPE LUGS & FERRUL OF CU/AL ALL SIZE	As per site requirement
6.	HRC FUSES OF REQUIRED SIZE WITH ITS BASE & CURRENT RATINGS	As per sire requirement
7.	SEMICONDUCTOR FUSES OF REQUIRED RATING.	As per site requirement

8.	ALL REQUIRED SIZES OF RELAYS.	As per site requirement
9.	1.1 KV EPOXY INSULATOR FOR ALL ELECTRICAL SUPPORT	As per site requirement
10.	H CLASS INSULATION FIBRE TAPE/ SHEETS 2 MM THICKNESS AND ABOVE	2 Roll
11.	SELF FUSING TAPE OF 50MM WIDTH 1MM THICK & 10/15M LONG	10 Roll
12.	PVC SELF ADHESIVE TAPE (RYBN).	50 Nos.
13.	ELECTRICAL/ELECTRONIC CARD CLEANER.	6 Tin (250 ml.)
14.	CABLE JUNCTION BOXES.	As per site requirement
15.	WALL MOUNTING FAN 18"/450MM, 230V, 50HZ.	2 Nos.
16.	Exhaust Fan (300m Sweep) Bajaj Maxima DX	1 Nos
17.	ENCODER COUPLING.	2 Nos.
18.	End termination cable joint kit	2 nos
19.	Straight Through & End termination cable joint kit for trailing cable of size 3C X 25 Sq.mm. suitable for Copper Conductor EPR Cable	4 Nos.

ANNEXURE-II(A)

TENTATIVE LIST OF MECHANICAL SPARES

S/N	Item Description	Part No.	Qty.
	A. HOLD / CLOSE MOTION		
01	Hold /Close Gear Box	X 119300129/130	02
02	Hold /Close Brake Drum with Coupling	Z 4119300132	02
03	Hold /Close Brake Drum	Z 4119300133	02
04	Rope Drum Coupling of Hold / Close & motion	Z 7364000075	02
05	Bearing housing assembly of Hold/Close motion	Z 2119300046	02
06	Bearing Support of Hold/Close motion	V 4119300084	02
07	Hook Block Assembly – 25 T	U 21193001103	01
08	Grab 16 M – CU		01
09	Grab Pulley		04
10	Grab Balancer		01
11	Close Rope Pulley :i) 900 mm dia		06
12	Hold Rope Pulley : i) 900 mm dia ii) 850 mm dia		04 02
13	Steel wire rope 32 mm dia 6/36 construction Steel core (LHS) 125mtrs. Length	X 4119300146	02
14	Steel wire rope 32 mm dia 6/36 construction Steel core (RHS) 125mtrs. Length	X 4119300147	02
15	Steel wire rope 32 mm dia 6/36 construction Steel core (LHS) 15.08mtrs. Length for Grab	Z 2119300143	01
16	Steel wire rope 32 mm dia 6/36 construction Steel core (RHS) 15.08mtrs. Length for Grab	Z 2119300144	01
17	Rope pear Socket – SIZE 10	X 4119300110	04
18	Quick release link	X 4119300109	04
19	Rope press unit	U 2119300122	01

20	Spherical Roller Bearing (No: 23236 CC / W 33)	Z 7069000069	02
21	Flexible Support (K 100 ZAP)	V4119300086	08
	B. SLEW MOTION		
22	Slew Gear Box	W 4119200026	02
23	Gear Box Support	V 2119200014	02
24	Slew Gear Coupling	W 7364000074	02
25	Slew Brake Drum	Z 4119200029	02
26	Slew Pinion	U 4119200038	02
27	Ring Type Oil Seal No: 220 x 250 x15	Z 7794000057	02
28	Ring Type Oil Seal No: 220 x 250 x15	Z 7794000055	02
29	Ring Type Oil Seal No: 220 x 250 x15	Z 7794000054	04
30	Bearing Mounting (Below Gear Coupling)	V 4119200033	02
31	Bearing Mounting (Above Pinion)	W 4119200039	02
32	Bearing Cap – 1	W 4119200011	02
33	Bearing Cap – 2	W 4119200012	02
34	Spherical Roller Bearing for Pinion Shaft	Z 7069000062	02
35	Spherical Roller Bearing for Pinion Shaft	Z 7069000053	02
36	Coupling Bolt of Brake Drum	Z 4119200030	16
37	Coupling Bush of Brake Drum	X 4119200025	16
38	Slew Locking Assembly	U 2119200006	01
39	Roller Bearing of Slewing Ring	X 2119200001	01
	C. LUFF MOTION		
40	Luff Gear Box with screw &Telescopic Cover		01
41	Luff Brake Drum with Coupling		01
42	Axle for Main Jib fitted on Revolving Structure	X 4119300044	02
43	Axle for Main Jib with Flexible tie, Flexible tie with AFM & Itself Flexible tie	X 4119300046	06

“Maintenance contract of 25T (3 Nos.) TIL Make Wharf Cranes Along with grabs for a period of 2 years at inside Cargo Jetty Area”.

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44	Axle Back Stay fitted with AFM & Fly Jib	W 4119300047	02
45	Axle for Fly Jib fitted with Main Jib	W 4119300054	01
46	Axle for Fly Jib fitted with Bottom Pulley	Z 4119300063	02
47	Axle for AFM pulley& Fly Jib Top pulley	Z 4119300064	04
48	Spherical Roller Bearing for Main Jib	Z 7069000052	02
49	Spherical Roller Bearing for Back Stay & Fly with Main Jib	Z 7069000053	04
50	Spherical Roller Bearing for Main Jib with Flexible tie, Flexible tie with AFM &It self Flexible tie	Z 7069000054	06
51	Radial Oil Seal fitted on main jib axle bearing	Z 7794000050	04
52	Radial Oil Seal fitted on axle of main jib with fly Jib, fly jib with back stay & back stay with AFM	Z 7794000051	06
53	Radial Oil Seal fitted on 6 nos. axle of flexible tie	Z 7794000052	12
	D. TRAVEL MOTION		
54	Long Travel Gear Motor Unit	X 7632000047/48	08
55	Driving Bogie Assembly	T 2119100089	08
56	Trailing Bogie Assembly	V 2119100090	08
57	Buffer Assembly	V 2119100101	04
58	Rail Clamp Arrangement	U 2119100092	04
59	Rail Scraper Arrangement	V 2119100102	04
60	Travel Wheel for LT motion	W 4119100055	16
61	Axle of joint 1 for driving & trailing bogie	W 4119100048	16
62	Axle of joint 2 for Rocker – 1 & 2	W 4119100049	08
63	Axle of joint 3 for Rocker – 2 with pedestal	W 4119100050	04

64	Rocker – 1	T 2119100032	08
65	Rocker – 2	T 2119100091	04
66	Gear Wheel fitted on Driving Bogie	V 4119100004	16
67	Gear Wheel fitted in between Gear Wheel of Driving Bogie	U 2119100038	08
68	Gear Wheel fitted on Driving shaft	V 4119100005	08
69	Axle of Gear Wheel	W 4119100056	16
70	Axle of Travel Wheel	W 4119100059	16
71	Drive Shaft	V 4119100007	08
72	Bearing housing of Gear Wheel Axle	Z 4119100023	16
73	Bearing housing of Gear Wheel Axle	Z 4119100024	16
74	Bearing Cover – 1 of Gear Wheel Axle	W 4119100021	16
75	Bearing Cover – 2 of Gear Wheel Axle	W 4119100022	16
76	Spherical Roller Bearing for Gear Wheel Axle	Z 7069000049	32
77	Bearing housing of Drive Shaft	Z 4119100060	08
78	Bearing housing of Drive Shaft	Z 4119100061	08
79	Spherical Roller Bearing for Drive Shaft	Z 7069000050	16
80	Bearing housing of Travel Wheel Axle	Z 4119100023	16
81	Bearing housing of Travel Wheel Axle	Z 4119100024	16
82	Bearing Cover – 1 of Gear Wheel Axle	W 4119100021	16
83	Bearing Cover – 2 of Gear Wheel Axle	W 4119100022	16
84	Spherical Roller Bearing for Gear Wheel Axle	Z 7069000049	32
85	Oil Seal of Gear Motor Unit (95 X170 X13)		16

ANNEXURE-II(B)

TENTATIVE LIST OF ELECTRICAL SPARES

S/N	Item Description	Make	Identification Data	Qty.
A. HOLD & CLOSE DRIVE : For Cr. No.10 & 11				
1	Hold Motor with Pulse Encoder	SIEMENS	-	4
2	Close Motor with Pulse Encoder	- DO -	-	4
3	Thruster Brake Unit		-	8
4	Master Controller	SB	-	2
5	Rotary Limit Switch	STROMAG	-	4
6	Single Motor Module	SIEMENS	SINEMIC 450KW	4
7	Braking Resistor (DBR) : 2.35 Ohm	Maharashtra ELN/EQUI	BR-R002-P170-MD -- 600	4
8	Braking Resistor (DBR) : 4.00 Ohm	- DO -	BR-R004-P100-MD -- 600	4
9	Sensor Module	SIEMENS	SMC30	4
10	Braking Unit (DBU) : 170 kw , 560 to 650 V DC	SIEMENS	6SE7032-7EB87 - 2DA1	4
11	Braking Unit (DBU) : 100 kw , 560 to 650 V DC	- DO -	6SE7031-7EB87 -- 2DA0	4

B.BASIC LINE MODULE FOR CR. No. 10 & 11				
12	S120 BLM		RATING : 900KW	2
13	SIMOTION – D	SIEMENS	D 435-2 DP/PN	2
14	Power Supply	SIEMENS	PSU300S 40A	2
15	CF Card for Si motion			2
C. HOLD & CLOSE DRIVE : For Cr. No.12				
16	Motor Module 315KW	SIEMENS	6SL-3320-1TE-36-IAA3	2
17	Sensor Module	SIEMENS	SMC30	2
18	Braking Unit (DBU) : 170 kw , 560 to 650 V DC	SIEMENS	6SE7032-7EB87 -- 2DA1	2
19	Braking Unit (DBU) : 100 kw , 560 to 650 V DC	- DO -	6SE7031-7EB87 -- 2DA0	2
20	Braking Resistor (DBR) : 2.35 Ohm	Maharashtra ELN/EQUI	BR-R002-P170-MD -- 600	2
21	Braking Resistor (DBR) : 4.00 Ohm	- DO -	BR-R004-P100-MD -- 600	2
22	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	SIEMENS	6SEP01333AA000AA3	1
23	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
24	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	3
25	Thermistor Motor Protection Unit Short Circuit Detection, 2W.24.240 V AC	SIEMENS	3RN10131BW10	2
26	Thermistor Motor Protection Unit , 1 NO	- DO -	3RN10101CM00	2

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	+ 1 NC , 230 V AC , Screw Terminals			
27	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41- 0XA0	2
	D.BASIC LINE MODULE FOR CR. No. 12			
28	S120 BLM 710KW	SIEMENS	6SL-3330-1TE 41-5AA3	2
29	SIMOTION – D	SIEMENS	6AU-1435-2AA00-0AA0	2
30	Power Supply	SIEMENS	PSU300S 40A	2
31	CF Card for Simotion		6AV-1400-2PA 23-OAAO	1
	E .LUFF DRIVE : For Cr. No. 10 & 11			
32	LuffMotor with Pulse Encoder	SIEMENS	72119000089	2
33	Thruster Brake Unit			2
34	G120 Power Module	SIEMENS	PM240-2, 55KW	2
35	G120 Basic Operator Panel	SIEMENS	BOP – 2	2
36	G120 Control Unit	SIEMENS	CU250S-2 DP	2
37	Master Controller	SB		2
38	Rotary Limit Switch	STROMAG		2
39	Braking Unit (DBU) : 50 kw , 510 to 650 V DC	SIEMENS	6SE7028-OES87 -- 2DA1	2
40	Braking Resistor (DBR) : 8.0 Ohm	Maharashtra ELN/EQUI	BR-R008-P050-MD -- 600	2
41	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	SIEMENS	6SEP01333AA000AA3	2
42	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
43	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	2

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44	Thermistor Motor Protection Unit Short Circuit Detection,2W.24.240 V AC	SIEMENS	3RN10131BW10	2
45	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41 - 0XA0	2
	F.LUFF DRIVE : For Cr. No. 12			
46	Luff Motor with Pulse Encoder	SIEMENS	72119000089	1
47	Thruster Brake Unit			1
48	G120 Power Module	SIEMENS	PM240-2, 55KW	1
49	G120 Basic Operator Panel	SIEMENS	BOP - 2	1
50	G120 Control Unit	SIEMENS	CU250S-2 DP	1
51	Master Controller	SB		1
52	Rotary Limit Switch	STROMAG		1
53	Braking Unit (DBU) : 50 kw , 510 to 650 V DC	SIEMENS	6SE7028-OES87 -- 2DA1	1
54	Braking Resistor (DBR) : 8.0 Ohm	Maharashtra ELN/EQUI	BR-R008-P050-MD -- 600	1
55	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	SIEMENS	6SEP01333AA000AA3	1
56	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65	1
57	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	1
58	Thermistor Motor Protection Unit Short Circuit	SIEMENS	3RN10131BW10	1

	Detection,2W.24.240 V AC			
59	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41- 0XA0	1
	G.SLEW DRIVE :For Cr No. 10 & 11			
60	Slew Motor 37KW	SIEMENS		4
61	Thruster Brake Unit			4
62	Master Controller			2
63	G120 Power Module	SIEMENS	PM 250	2
64	G120 Basic Operator Panel	SIEMENS	6SL-3255-OAAOO-4CAI	2
65	G120 Control Unit	SIEMENS	CU250S-2 DP 6SL3246-OBA 22-1PAO	2
66	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 5 AMP	SIEMENS	6SEP01333AA000AA3	2
67	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	2
68	Panel Space Heater	GIRISH EGO	415 V AC , 150 W	2
69	Thermistor Motor Protection Unit Short Circuit Detection, 2W.24.240 V AC	SIEMENS	3RN10131BW10	4
70	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41 - 0XA0	2
	H.SLEW DRIVE :For Cr No. 12			
71	Slew Motor 37KW	SIEMENS		2
72	Thruster Brake Unit			2
73	Master Controller	SB		2
74	G120 Power Module	SIEMENS	PM240-75KW	1

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			6EP-1437-2BA20	
75	G120 Basic Operator Panel	SIEMENS	6SL-3255-OAAOO-4CAI	1
76	G120 Control Unit	SIEMENS	CU250S-2 DP 6SL3246-OBA 22-1PAO	1
78	Thermistor Motor Protection Unit Short Circuit Detection,2W.24.240 V AC	SIEMENS	3RN10131BW10	1
79	Profibus Connector without PG Port	- DO -	6SE7-972-0BA41- 0XA0	1
80	Braking Unit (DBU) : 50 kw , 510 to 650 V DC	SIEMENS	6SE7028-OES87 -- 2DA1	1
81	Braking Resistor (DBR) : 8.0 Ohm	Maharashtra ELN/EQUI	BR-R008-P050-MD -- 600	1
	I.LONG TRAVEL DRIVE : For Cr. No.10,11 & 12			
82	LT Motor with Brake Unit	SEW		24
83	Master Controller			3
84	G120 Power Module	SIEMENS	PM240-2, 55KW	3
85	G120 Basic Operator Panel	SIEMENS	BOP – 2	3
86	G120 Control Unit	SIEMENS	CU250S-2 DP	3
87	Braking Unit (DBU) : 50 kw , 510 to 650 V DC	SIEMENS	6SE7028- 0ES87 -- 2DA1	3
88	Braking Resistor (DBR) : 8.0 Ohm	Maharashtra ELN/EQUI	BR-R008-P050-MD -- 600	3
89	Power Supply , Input:110/230 V AC,	SIEMENS	6SEP01333AA000AA3	3

	Output : 24 V DC, Rating : 5 AMP			
90	Panel Cooling Fan,230 V AC, 50 Hz(Ex)	ebm - NADI	W2E250 CE65 02	3
91	Panel Space Heater	GIRISH EGO	415V AC,150W	3
92	Profibus Connector without PG Port	SIEMENS	6SE7-972-0BA41 - 0XA0	3
93	Bimetal O / L Relays : 8 – 12.5 Amps	SIEMENS	3UA50 00 – 1K	24
94	Liver type limit switch	SIEMENS		12
95	Liver type limit switch (Heavy duty 0	BTPL		24
	J. P L C : For Crane No.10 & 11			
96	Profibus bundle IM	SIEMENS	IM 155-6DP HF	2
97	Digital input module	SIEMENS	DI 16x24 V DC	18
98	Digital output module	SIEMENS	DQ 16x24V DC/0,5A	8
99	ET200M	SIEMENS	IM 153-2 HF	2
100	CPU	SIEMENS	313C-2 DP	2
101	Power Supply	SIEMENS	PSU100D 12.5A	2
	K. P L C : For Crane No. 12			
102	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 20 AMP	SIEMENS	6SEP1 – 336 – 2BA00	1
103	Power Supply , Input:110/230 V AC, Output : 24 V DC, Rating : 2 AMP	- DO -	6EP01331AA00 0AA0	3
104	MCB , Double Pole , 2Amps	- DO -	5 SQ2210-7YA02	1
105	MCB , Double Pole , 4Amps	- DO -	5 SQ2210-7YA04	3
106	MCB , Double Pole ,	- DO -	5 SQ2210-7YA20	1

	20Amps			
107	S7 – 300 CPU 313C – 2DP , 32 KB , 16 DI / 16 DO , 3 X 30 KHZ HSC	- DO -	6ES7-313-6CE01-0AB0	3
108	Memory Card – 64 KB	- DO -	6ES7-953-8LF11- - 0AA0	3
109	Profibus Connector without PG Port	- DO -	6ES7-972-0BA41 - 0XA0	3
110	Simatic DP , Bus Connector For Profibus Up to 12 MBIT / S with tilted outgoing cable	- DO -	6ES7 972-0BA41 - 0XA0	3
111	OP7 / DP Operator Panel 1.5 MBPS	- DO -	6AV3-607-1JC20-0AX1	1
112	Profibus Fast Connector	- DO -	6GK1500-0EA02	1
113	32 CH. , 24 V DC , Digital Input Module	- DO -	6ES7-321-1BL00-0AA0	5
114	40 Pin Front Connector	- DO -	6ES7392-1AM00-0AA0	5
115	32 CH , 24 V DC, Digital output Module 24 V DC, 0.5 Amps	- DO -	6ES7-322-1BL00-0AA0	2
116	40 Pin Front Connector	- DO -	6ES7392-1AM00-0AA0	2
117	24 V DC Relay 1 C / O, 8 Channel	BOOST	RP 24 D08-1CO-M	7
	L.COMMON ITEMS :For Cr. No. 10,11 & 12			
118	EF ACB 2000A,3P	SIEMENS	ETU37WT	2
119	Transformer 415/230		500VA	3
120	Transformer 415/230		5KVA	3
121	Transformer 415/230		2.5KVA	3
122	11 KV. EPR Insulated Brutal Cable (3 x 25 + 3 x 16 sq-mm)			

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123	HT Slipring Carbon Brush & Holder	BTPL	-	5
124	Centre Column Carbon Brush	- DO -	-	-
	M. COMMON ITEMS FOR DRIVES :			
125	Power Supply Unit (Luff , Slew & LT)	- DO -	6SE7031-7HG84-1JA1	2
	N. COMMON H.T. ITEMS			
126	TP Load Break Switch, TKL-3, 12 KV, 630 Amps, 31.5 KA / 1 SEC	ABSP	TKL3	2
127	Epoxy Resin Cast 3 – phase PT with Bushing Arrgmt. CL – 1.0	KAPPA	11 KV / 110 V, 100 VA	1
128	H.T.HRC Fuse, 63 Amps, 11 KV	BUSSMAN	BFGHD	3
129	H.T.HRC Fuse, 10 Amps, 11 KV	- DO -	BDGHC	3
130	P T Primary HRC Fuse, 11 KV, 3 Amps	- DO -		3
131	Single Pole Single Core Epoxy Resin Cast Current Transformer 11 KV grade, 15 VA, CL – 1.0	KAPPA	CW3	3

**Sd/-
Superintending Engineer (E)
Deendayal Port Authority**

ANNEXURE-III

MAJOR REPAIR WORKS

MECHANICAL

1. Repair/ Replacement of Fly Jib, Main jib & Portal body.
2. Replacement of Slew Bearing.
3. Replacement of Bearings of ties, main boom, backstay bearing, 'A' frame bearing.
4. Major repairs to operator's cabin.
5. Replacement / Repairs to Gear Box.
6. Replacement of Hoist/Close Gear Drum Coupling.

ELECTRICAL

1. Fabrication & installation of CRD Assembly.
2. Rewinding of Motors & Transformer.
3. Revamping of Drives

NOTE: THE MAJOR REPAIR WILL BE CARRIED OUT BY DEENDAYAL PORT AUTHORITY SEPERATELY WHICH IS NOT COMING UNDER THE SCOPE OF CONTRACTOR.

**Sd/-
Superintending Engineer (E)
Deendayal Port Authority**

“Schedule B”

Sr. No.	Description	Qty.	Unit	Rate per Year per Crane		Total Amount
				In figure	In words	
1	Maintenance contract for TIL Cranes of 25T (3 Nos.) along with grabs as specified in the tender for a period of Two Years at inside cargo jetty area.					
(a)	For I Year	3	No.			
(b)	For II Year	3	No.			
Total Amount: Rs.:						

Section VII

Drawings

-----Not Applicable-----

**Seal & Signature
of Contractor**

**S/d,
Superintendent Engineer (Electrical)
Deendayal Port Authority**

Section VIII

Format for submitting information for Bid

Capacity Annexure - A For calculating "A" of

the formula.

Sr. No.	Financial Year	Value of work undertaken	Multiplying factor	Value updated to the price level of the year (Col C x col D)
A	B	C	D	E
1				
2				
3				
4				
5				
6				
7				

Annexure-B For calculating "B" of the formula

For calculating "B" of the formula r. No.	Name of client	Name of work	Work order no. and date	Schedule period of completion as per work order with start date	Contract value	Value of work done	Remaining value of work done	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 of opening of preliminary bid

Signature & Seal of Contractor

Section IX

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.

Sd/-

**Seal & Signature
of Contractor**

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

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 recues himself / herself from that case
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder / 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

This Pact begins when both parties have legally signed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidder and exclusion from future business dealings.

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 of the Principal.


The Pact duration in respect of unsuccessful Bidders shall expire after 6 months of the award of the contract.

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

(For & on behalf of the Principal)


अधिष्ठाता (विद्युत)
दीनदयाल पोर्ट प्राधिकरण
(Office Seal)
Superintending Engineer (Elect.)
Deendayal Port Authority

(For & on behalf of the Bidder/Contractor)

(Office Seal)

Place : Gandhidham

Date : ____/____/20____

Witness-1:

(Name & Address)

Witness-2 :

(Name & Address)

