

Deendayal Port Authority
Mechanical Engineering Department
Electrical Division

Answer 'A'

"Operation & Maintenance Contract of 2 No's ITALGURU make Harbour Mobile Cranes of 120T capacity along with Grabs and comprehensive maintenance of Hydraulic pumps & motors inside cargo jetty area for a period of Two years"

Tender no. EL/AC/2878

Pre-bid Meeting held on 09.09.2025 at 16:00 hrs. in the chamber of CME, AO Building at Gandhidham

Draft Clarification to the Pre-bid queries

Sr. No.	Pg. No.	Related Tender Clause		Queries of Bidders	Clarification of DPA
		Clause no	Tender Condition		
1	29	Section I Clause No 33.7	The Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.	It is not a project work, it is an AMC. Hence this clause is not applicable.	(Tender Conditions Holds good. The Performance Security Deposit will be released only after the successful completion of O&M period.)
2	47	Section III Clause No 1(A)	The work order will be issued on the submission and acceptance of the following documents: sl no 1 to 8	Before issue of work order we shall submit SI No-1 & 2 only. After issue of work order we shall submit all the balance document from SI No-3 to 8	Tender Conditions Holds Good. <i>mimng</i>
3	47	Section III Clause No 2B, 1.1A	If any crane is laying idle for a period of 12 months but it is in working condition with the written approval of the DPA, the replacement of oil and lubrication will be carried out by the contractor and the cost towards such one-time replacement of oil and lubrication will be reimbursed by DPA on submission of the invoice raised by the supplier in favour of the contractor as per actuals. Such procurement will be limited to Rs. 20.00 lacs in each case. In case, the procurement cost is more than Rs. 20.00 lacs the procurement will be directly done by DPA.	Sir, if any crane is laying ideal for a period of 12 month then it is not possible; it will be in the working condition. If DP wants one time replacement of complete oil & spares then we shall supply oil, spares, etc but DPA shall reimbursed the cost with 10% convenience charges.	Tender Conditions Holds Good.
4	48	Section III Clause No	If any of the crane is in non-working condition at the time of taking over. The contractor is liable for putting the crane into	If we shall put the crane in operational condition, then DPA will pay the full AMC	Tender Conditions Holds Good.

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		1.1(B) Note: -I	working condition only as per clause no.1.1 (C) of Section-III of accepted tender. For making the crane traffic operation worthy i.e. replacement of wire ropes etc., the cost spare parts will be borne by DPA as per clause no.9 of Section-III of the condition of the accepted tender..	Charges as well as total spares plus lubrication cost with 10% convenience charges.	
5	48	Section III Clause No 1.1 (B) Note II	At the time of taking over the crane by the contractor on as and where basis as per clause no. 1.1 of Section III of the accepted tender, for non- working cranes, the payment and requirement of staff will be regulated as per clause no.1.2 of Section-III of the accepted tender.	Payment of clause No-1.2, i.e-20% with 18 No. manpower and 7 nos operator is not possible to put the crane in operational condition. Hence, full AMC payment is to be accepted.	Tender Conditions Holds Good. ✓
6	49	Section III Clause 1.2	Reduced rate and staff strength during the currency of the contract	Reduced rate of 50% each crane is acceptable in place of 20%. Because salary as well as statutory obligations will not be complied in 20% amount of each cranes.	Tender Conditions Holds Good. ✓
7	51	Section III Clause No. 3-I	The Contractor shall ensure that every Harbour Mobile Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for planned / preventive maintenance, Each Crane should be available minimum 90% of total hour per month failing which penalty of Rs1000.00 per hour and part thereof and per crane will be imposed.	Sir both the cranes are almost completed more than half of its life, hence availability should be considered 85% in place of 90%. Also given formula for calculation of penalty is not in proper manner because why maintenance is to be considered in breakdown. Hence formula is to be modified. Only shortfall of availability penalty is acceptable no other penalty is acceptable.	Tender Conditions Holds Good. ✓
8	51	Section III Clause No. 3-II	SHORTFALL OF STAFF: In case of any shortfall in deployment of maintenance staff as per Clause no. 2a and 2b of Section-vi Scope of work, penalty at the following rate will be levied: Service Engineer - Rs. 2000/- per shift. Mech /EI/EC Engineer Rs. 2000/- per shift. Skilled Operator- Rs.2000/- per shift.	Penalty for shortfall of staff is very very higher side and it is beyond the acceptable limit. Hence it may apply as per minimum labour wages then only it will acceptable.	Tender Conditions Holds Good. ✓

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			Technician – Rs.1000/- per shift. Remaining Staff - Rs. 500/- per shift.		
9	52	Section III Clause No. 3-III	(III) Non-submission of roaster for deployment of staff.Rs.500/-per month.	It is not possible to take approval of roaster plan every time. We shall inform/ submit to SDO, when roaster changed. Hence penalty not acceptable	Tender Conditions Holds Good. ✓
10	52	Section III Clause No. 3-IV	Delay in commencement of AMC work Penalty Rs.25000/- per month will be imposed.	We shall commencement the AMC after receiving work order , but penalty is not acceptable.	Tender Conditions Holds Good. ✓
11	52	Section III Clause No. 3-V	Non maintenance of required quantity of consumables and lubrications penalty Rs.1000/- per consumables per month is imposed.	Penalty of each consumable Rs.1000/- per month is not acceptable. Also adding of new consumables is not acceptable without financial applications.	Tender Conditions Holds Good. ✓
12	52	Section III Clause No. 3-VI	Non-maintenance of grabs @ Rs.1000/-per week penalty is to be imposed.	Sir, total grab is not cleared, but some grabs are non working and also some grabs are in leakage conditions due to this penalty is not acceptable.	Tender Conditions Holds Good. ✓
13	52	Section III Clause No. 3-VII	Non-engagement of OEM@ Rs.20000/-per month penalty is to be imposed.	We shall arrange the OEM but penalty is not acceptable	Tender Conditions Holds Good. ✓
14	52	Section III Clause No. 3-VIII	Non completion of activity mentioned in the maintenance schedules @Rs.20000/- per activity penalty is to be imposed.	We shall carry out maintenance activity as per schedule but penalty is not acceptable.	Tender Conditions Holds Good. ✓
15	53	Section III Clause No. 3-X	Non-maintenance of required tools and tackles @ Rs.500/-per tools penalty is to be imposed. Maximum 100% of the contract value	We shall maintain all the required tools & tackles but penalty is not acceptable.	Tender Conditions Holds Good. ✓
16	54	Section III Clause No. 9-1, Note-I	In absence of list of spare parts any breakdown shall be treated on the account of contractor.	We can submit the list of required spares but procurement action is to be taken by DPA. Hence break down will not in our account and 100% payment is to be released	Tender Conditions Holds Good. ✓

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17	54	Section III Clause No. 9-1, Note- II	The actual cost of procurement will be reemitted to the contractor by DPA.	The actual cost of procurement will be reemitted to the contractor by DPA Along with convenience charges at the rate of 10% of the total value.	Tender Conditions Holds Good. ✓
18	55	Section III Clause No. 9-1, Note-V	The spare parts which has become unserviceable due to fault or poor maintenance of the contractor, the replacement cost of the same will be borne by the contractor	Contractor is bound to perform all maintenance activity as per the OEM schedule after getting approval of EIC of execution team from DPA side and same work has been cross check and certified every month by TPI appointed by DPA as per the same parameter of maintenance schedule approved by EIC /OEM. Hence this clause is not acceptable to us.	Tender Conditions Holds Good. ✓
19	55	Section III Clause No. 10-A (I)	DPA will remit total cost (including consumable and lubrication) to the contractor	DPA will reimburse total cost (including consumable and lubrication) to the contractor with 10% convenience charges	Tender Conditions Holds Good. ✓
20	55	Section III Clause No. 10-A (iii)	The party/ unit/ machine of the crane will be allowed to take out of port area only after insurance policy is purchased by the contractor in the joint name of EIC of the 110% of the book value of the cranes. The book value of the crane will be intimated by DPA. The original copy of the insurance policy should be submitted to EIC.	110% the book value of the entire crane is too high as compare to the parts /spares//unit which will be take out of port area for repair. Hence this point is not applicable	110% of part/components of cranes as per new cost of part/components. ✓
21	57	Section III Clause No. 11-V	Moreover, during the currency of the contract, DPA may give written orders to add new consumables and quantity, which is required to be brought by the contractor without charging extra cost.	Without extra cost Not acceptable.	Tender Conditions Holds Good. ✓
22	58	Section III Clause No. 15	Reduction in monthly AMC payment in case in reduction of staff due to change in shift timing. The shift timings mentioned in clause no. 3 of Section V is subject to the order issued by DPA management from time to	This point is not acceptable because we can not increase or decrease the maintenance staffs in between the running contract.	Contractor can increase / decrease the staff due to change in shift timing with one-month Notice period. ✓

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			time. In case, DPA management decides for applicability of less than three shifts, the contractor is required to reduce the strength of the staff who are engaged in different shifts (except general shift). Accordingly, there will be reduction of payment to the contractor in respect of such reduced staff calculated on the basis of minimum wages (skilled/unskilled work) declared by central government from time to time.		
23	82/83	Section V Clause No. 2A & 2B	Deployment of maintenance staffs as well as Operators	We follow the labour law and accordingly we have to provide weekly off of all the maintenance staff as well as operator in a week. So kindly clarify the same and during off day DPA will not imposed any penalty.	Tender Conditions Holds Good. ✓
24	29	Section-I 33-7	The balance Performance Guarantee cum Security Deposit will be released after successful completion of guarantee period.	As this engagement is an Annual Maintenance Contract (AMC) rather than a project, the specified clause does not apply	As Read Sr, no.1. ✓
25	47	Section III Clause No. 1A	The work order will be issued on the submission and acceptance of the following documents: sl no 1 to 8	Prior to the issuance of the work order, we will provide only documents 1 and 2. The balance of the documents, from 3 to 8, will be submitted following the work order's issuance.	Tender Conditions Holds Good. ✓
26	48	Section III Clause No. 1.1(B) Note: -I	If any of the crane is in non-working condition at the time of taking over. The contractor is liable for putting the crane into working condition only as per clause no.1.1 (C) of Section-III of accepted tender. For making the crane traffic operation worthy i.e. replacement of wire ropes etc., the cost spare parts will be borne by DPA as per clause no.9 of Section-III of the condition of the accepted tender.	If we make the crane operational, DPA will pay the full AMC charges and the cost of all spares and lubrication, along with a 10% service charge."	Tender Conditions Holds Good. ✓
27	51	Section III Clause No. 3-I	The Contractor shall ensure that every Harbour Mobile Crane is always ready for operation on demand. Each Crane will be allowed for eight hours shift, per month for	Based on the advanced age of both cranes, which have exceeded half of their operational life, we propose a revised availability target of	Tender Conditions Holds Good. ✓

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			planned / preventive maintenance, Each Crane should be available minimum 90% of total hour per month failing which penalty of Rs1000.00 per hour and part thereof and per crane will be imposed.	85% instead of 90%. Additionally, the current penalty formula must be modified because it incorrectly counts scheduled maintenance time as a breakdown. We can only accept penalties related to a shortfall in availability.	
28	54	Section III Clause No. 9.1 Note 1	In absence of list of spare parts any breakdown shall be treated on the account of contractor.	While we will provide a comprehensive list of all necessary spares, the procurement action is to be undertaken by DPA. Consequently, we cannot be held accountable for any resulting downtime, and we expect 100% of our payment to be released.	Tender Conditions Holds Good. ✓
29		Section III Clause No. 1.1 (A)	If any crane is laying idle for a period of 12 months but it is in working condition with the written approval of the DPA, the replacement of oil and lubrication will be carried out by the contractor and the cost towards such one-time replacement of oil and lubrication will be reimbursed by DPA on submission of the invoice raised by the supplier in favour of the contractor as per actuals. Such procurement will be limited to Rs. 20.00 lacs in each case. In case, the procurement cost is more than Rs. 20.00 lacs the procurement will be directly done by DPA	The maximum procurement cost each case shall not have exceeded Rs. 10 Lakhs as contractor scope.	Tender Conditions Holds Good. ✓
30	51	Section- III 3 [I]	90 % availability of crane per month	Please appreciate, cranes are over 07 years old, so will involve more wear & tear, such as leakages, faults of Hydraulic system, its tracing and rectification, therefore, please consider 80% availability per crane, per month.	Tender Conditions Holds Good. ✓
31	55	Section- III 10	Major Repairs	Request to include below activities as well. - Transformer repair - Generator repair - Slipping/Hydraulic swivel joint repair	Tender Conditions Holds Good. ✓

32	55	Section- III 10 (A)	Lifting equipment	Most of the major repairs will require services of an external crane [to remove and replace the respective component), therefore, it is requested that DPA will provide an external crane on NO cost to the Contractor, if require, for undertaking the major repair(s).	For undertaking any major repair at site, <u>DPA owned crane will be provided to Contractor at SOR rates if available & idle.</u> Otherwise contractor has to arrange is their own arrangement.
33	84	Section- V 4) (C)	Operating the Cranes	Shore power will be "Free Issue" to the Contractor.	Tender Conditions Holds Good.
34	84	Section- V 4 (f)	Timely Inspection and arrangement of Certification.	As per Dock Safety under DGFASLI guidelines, Annual thorough inspection will involve; - Visual thorough inspection of crane(s) - Loose gears - Ropes - Lifting appliances Therefore, No load test would require, however, in case DPA wish to go for a load test, then certified load shall be excluded from contractor scope.	Accepted. No load test would be required as per the annual through emanation (ATE). However, if load test is required, certified loads will be supplied by DPA with free of Cost.
35		Section- X	Integrity Pact	Page serial numbers of this document are ambiguous? Therefore, please provide a correct numbered document.	The corrected Integrity Pact duly marking the page numbers is enclosed at <u>Annexure-B</u> . <i>Wishis??</i>

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