



DEENDAYAL PORT AUTHORITY

## EXPRESSION OF INTEREST

SUB: HIRING OF 02 NOS. 60 BOLLARD PULL TUGS ON CHARTER/RATE PER DAY FOR THE PERIOD OF 10 YEARS.

### TENDER NO. : MR/WK/ 1398

Deendayal Port Authority is a seaport in Kutch District of Gujarat state in western India, near the city of Gandhidham. It is one of major ports and is located in the Gulf of Kutch on the northwestern coast of India over 430 nautical miles north-northwest of the Port of Mumbai (Bombay).

Port Authority is interested in inviting bids for “Hiring of 02 Nos. of 60 T Bollard Pull Tugs on Charter/Rate Per Day for the period of 10 Years, extendable for One Year”.

The Scope of Work, Technical Specifications of Tugs, Commercial Conditions & Price Schedule under which, rates & fuel consumption of tug to be submitted is placed at Annexure – A, Annexure- B & Annexure-C & Annexure-D respectively attached.

The Tug offered shall be in accordance with “SOP for charter of tugs by Major Ports under Atmanirbhar Abhiyan Policy” circulated vide Ministry’s O.M No. SY-13013/1/2020-SBR dated 15.09.2020 and subsequent clarification issued vide O.M of even number dated 11.11.2020.

Interested firms/suppliers may send their budgetary offers before 13.05.2022 on email address [dyconservator@deendayalport.gov.in](mailto:dyconservator@deendayalport.gov.in) or at the following address:

The Dy. Conservator, Deendayal Port Authority,  
Room no. 210, 2<sup>nd</sup> Floor, Administrative Office Building,  
Gandhidham – 370 201. Kutch – GUJARAT.

Deputy Conservator  
Deendayal Port Authority

**SCOPE OF WORK**

1. The tugs should be capable of working in all weather conditions at Kandla, Tuna Tekra, Vadinar & all Terminals coming up in future in DPA Port limits.
2. Tugs will have firefighting capability of FiFi with Initial compound 5000 Ltrs. All subsequent replenishment after use will be on D.P.A's account.
3. The tugs will be on duty for 24 hours a day.
4. The tugs will comply with all lawful instructions from the Deputy Conservator of the Port or any other officer duly authorized by him.
5. The Fuel will be supplied by the Port (Type of fuel shall be HFLS i.e. High Flash Low Sulphur Diesel Oil), however, during the course of chartering, if the fuel consumption of the Tug is found above the declared consumption per hour of main engine and DG Set, the cost towards the excess consumption of fuel will be recovered from the payment and cost of fuel will be considered on the basis of the prevailing market rate. Flow meters should be fitted on the fuel inlet of Main Engines and the same should be calibrated every year. Proper log book and documents are to be maintained on board to show the running of the engine/s and D.G set/s in order to calculate the fuel quantity (including tank soundings and flow meter readings) and these will be submitted at the time of replenishment of fuel. At the time of deployment of the tug, the cost of residual fuel on board will be reimbursed at the rate prevailing locally on the day of deployment. Similarly cost of the residual fuel will be recovered at the time of demobilization.

Recovery towards cost of excess consumption of Fuel shall be made as under:-

The average Fuel consumption per hour shall be verified at the end of first year of the contract.

Avg Fuel = Total fuel consumed during the year/no. of hours worked during that year.

Avg. Fuel consumption during the year + 10% or 100% MCR whichever is less shall be capped for particular Tug and shall be called Base fuel consumption for that particular Tug.

This Base shall remain same for all sub-sequent years of contract. Recovery towards excess fuel shall be made over and above the Base Fuel Consumption for particular Tug on monthly average consumption basis. Rate of fuel for recovery purpose shall be considered average rate of the month to which recovery pertains (IOCL rate of Kandla). During first year of contract the recovery shall be made from the last bill of the year i.e. 12th RA Bill.

In subsequent years recovery shall be made on monthly basis from every monthly RA Bill.

6. Fresh water, if available, will be supplied on payment basis as per the Scale of Rates.

7. Maintenance of the Tug will be the responsibility of the owner. All maintenance costs including spare parts, labour, material and consumables will be to owners account. Repairs, Survey and other requirements to keep the Tugs operational will be to owners account. In case of breakdown of the Tug necessitating rectification, the same shall be repaired and made operational within 7 days. In case of failure to do so, a penalty of 25% of the daily charges quoted by the contractor shall be levied per day or part thereof of failure from the 8th day onwards till tug is operationalized or substitute tug of equivalent of hire specification is deployed. In case suitable substitute Tug is not made available even after 21 days, Deendayal Port Authority will have option to hire a suitable substitute Tug/or make alternate arrangements for the balance contract period at the risk and cost of the contractor. In the event Deendayal Port Authority hires an alternative Tug from other agencies at risk and cost of the contractor, DPT will have the option to terminate the contract. The Penalty will be in addition to non-payment of daily hire charges from the date of non-availability.
8. On the date of commencement of contract the tugs shall be sturdy, strong and watertight and shall have completed all the necessary surveys and have valid certificates for the same.
9. The Tug deployed will be exempted from charges payable to the Port.
10. A joint survey will be carried out at the Kandla Port before the Tug is accepted for service in the Port to determine their condition. On-hire to be on Owner's time and off-hire to be on Charterers time. Survey charges will be borne by the Contractor. Joint survey committee will consist of tug owner, DPT representative (D.C. or C.M.E or COM or any other official) and IRS Surveyor for Bollard Pull, Speed & Maneuvering tests. Bollard Pull test will be witnessed by the Port representative only if the certificate is more than 6 months from the date of delivery at Kandla/Vadinar. BP certificate from classification society i.e. not more than 6 months old to be produced at the time of delivery. The test if considered necessary to be arranged by the tenderer.
11. TUG REQUIREMENT
  - A) The steady/sustained Bollard Pull of the Tug should be minimum 60 Tonne BP at 100% MCR at the time of delivery. Bollard Pull test certificate should be from a Classification Society and certificate in original to be submitted to Deendayal Port Authority.
  - B) Bollard Pull as declared by the Operator will be the Bollard Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract. In case of any dispute regarding the Bollard Pull of the tug, during the period of contract, a fresh Bollard Pull test should be conducted in the Presence of the classification Surveyor and Owner. The Bollard Pull test shall be at the cost of the contractor. If the BP is found less than the required capacity, the penalty will be imposed till the initial capacity is restored, as under:- (i) BP less by 5% of the required capacity : 10% less of hire charges (ii) BP less between 5%-10% of the : 20% less of hire charges required capacity (iii) BP less by 10%

or more of the : DPA has option to reject tug, If required capacity the tug is rejected, a similar substitute tug has to be provided by the party.

C) The tenderer shall offer only such tugs which are readily available/likely to be available within the stipulated period as specified below. However if the tenderer is not in a position to deploy the offered tug within the specified delivery period, the tenderer will be allowed to provide a substitute tug with similar/better specifications. DPT reserves the right to accept or reject the substitute tug. Similar tug means a tug meeting the basic tender requirements and having the similar propulsion system, bollard pull, speed and fuel consumption. Better tug means a tug having better specifications than those required in the tender.

D) The Tug under contract presently may be offered with precondition that the tenderer shall offer the Tug for Port operation within 120 days from the date of issue of LOA with an extra 15 days allowed on payment of 25% of daily hire charges as LD. If the tug is not mobilized within the above period then the DPT will have the right to terminate the contract.

E) The main engine of the tug should be of reputed make for trouble free operation. Minimum two Nos. of engines. Main Engine of manufacturer having Authorized Service Centers/Dealers in India is acceptable.

F) The operator shall supply and keep on board minimum of two no. of 100m long and 2 Nos. of 50 m long ropes of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to the owner for verification at the time of taking over the tug on hire and subsequently whenever the same is required. The certificate should not be more than 6 months old at the time of signing agreement.

## 12. SERVICE REQUIREMENT

The vessel is to be used for various lawful services at Kandla, Tuna Tekra, Vadinar & all Terminals coming up in future in DPT Port limits required by the Owners including towing, docking, and undocking of vessel at round the clock (24 hours a day) and throughout the contract period of 10 years including but not limited to : (a) Berthing and un-berthing of vessels in Port and on pullback duties. (b) To standby as Fire Float, Oil spill dispersant spraying boat etc. (c) To assist in double banking by way of action as docking tug. (d) To maintain communication by VHF. (e) All other operations required in connection with docking/undocking operations of vessels at port and related to Harbour conservancy and or/movement of vessels within the Port and such other operations as are conventionally performed by Port Tugs such as Cold Movement and rescue operations. (f) In the event, the tug being unable to perform any of the operations, no hire charges is to be paid by the Port to the Operator for non-operational period on the basis of per hour or part thereof.

13. MAINTENANCE AND OPERATION : (a) The operator shall maintain the vessel, machinery appurtenances and adequate spare parts for maintaining efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the vessels with valid certificate of classification/and with other required certificates in force at all times. . Hull cleaning and propeller polishing to be carried out 2 times every 5 years.

(b) The Port shall have the use of all outfit, equipment, and appliances on board the vessel at the time of delivery. The operator shall from time to time during the hire period replace such items of equipment's as shall be so damaged or worn out as to be unfit for use. The operator shall carry out all repairs or replacements of any damaged, worn out or lost parts of equipment's be effected in such manner (both as regards as workmanship and quality of materials) as not to diminish the value and efficiency of the vessel.

**TECHNICAL SPECIFICATIONS OF TUGS**

a)	Length Over All (LOA)	<b>28 to 34 Mtrs (+/- 10%)</b>
b)	Draft AFT	Less than 6.0 Mtrs, minimum 2 Nos. main engines
c)	Bollard Pull	BP certificate for minimum 60 Ton sustained Bollard Pull at 100% MCR as certified by the classification society and bollard pull certificates i.e. not more than six months old to be produced at the time of delivery to D.P.T. The BP Certificate should be from Classification Society which is a member of IACS.
d)	Propulsion	Steerable Rudder Propulsion or Voith Schneider system. ASD propulsion is acceptable.
e)	Free Running Speed	12 Knots continuous with full power and under normal weather conditions.
f)	Age of Tug	<b>Less than 10 years as on date of opening of Technical Bid (as per original builder's certificate).</b>
g)	Main Engine	Twin engines with independent remote control operation or similar flexible arrangement. IC engines operating on diesel.
h)	External Fire Fighting System	Tugs should be of FiFi 1 class firefighting capability certified by Class society.
i)	Diesel Generators	Minimum two Nos. of DG sets having the capacity to take 100% working load of tug independently.
j)	Auxiliaries	For internal and external firefighting either Fire Pump or GS Pump or Engine coupled fire pump is required. Compound – 5000 Ltrs.
k)	Towing Arrangement	Quick release tow hook and towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch. However, for the tug with stern propulsion there should be a towing winch forward so that the tugs' rope can be passed to the ship and adjusted when

		required. For Tractor tugs the same arrangement should be aft.
l)	Fenders	The Tug shall be provided with strong and adequate rubber fenders at bow, stern and all along the length.
m)	Wheel house	With all round visibility
n)	Classification	Under any member of IACS
o)	VHF set with DSC	2 Nos. (Should have all Marine Channels)
p)	Bridge	All major machines should have Emergency/Supplementary control from the bridge
q)	Navigational Equipment	Marine Radar, AIS (Class A), Echo sounder, GPS, Search Light etc.
r)	Manning	As per the statutory requirement. (i) Working hours for the tug is round the clock on all days.  (ii) The operator shall however arrange to keep standby staff to meet contingencies such as sudden sickness, absenteeism, leave reserve etc., for which no extra payment will be made.
s)	Safety Devices	Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable/hazardous cargo. Intrinsically Safe Walkie Talkies. Spark Arrestor for ventilators & Funnels etc. for further information please refer to Class Regulations.
t)	Registration	Under the Merchant Shipping Act, 1958 or RSV - IV.

**COMMERCIAL CONDITIONS:**

1) MANNING AS PER STATUTORY REQUIREMENT:

The vessel should have a set of competent and qualified Tug Master and Crew, as required by statutory regulations. When crew is employed initially, it shall be done with the consent of Deputy Conservator of Deendayal Port Authority and any change afterwards if required, shall be carried out with the prior approval of Deputy Conservator of Port.

2) MASTER TO EXECUTE OWNER'S INSTRUCTION:

A) The Master to execute the Owner's instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The master to be under the order of the Owners as regards deployment, agency or other arrangements. The Operator to indemnify the Owners against all consequences or liabilities arising from the Master, officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers.

B) If the Port has a reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

3) CREW WAGES AND INSURANCE

The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

4) THE OPERATOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED:

The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator or his representative and shall comply with and adhere strictly to his instructions and direction on any matter. (Whether mentioned in the contract or not)

5) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE

On the date of commencement of service, tug shall have completed all the necessary surveys and be in possession of all valid certificates. During dry docking period, if the dry dock/repairs are not completed within 21 days substitute tug is required to be provided.



6) OPERATOR TO PAY ALL TAXES AND PENALTIES, IF ANY, IMPOSED :

A) Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and/ or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.

B) Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.

C) Provisions, wages (as per Minimum Wages Act) etc, shipping and discharging fees and all other expenses of the Masters/Officers and Crew.

D) Deck, cabin and engine room stores.

E) Adequate No. of towing ropes tested and certified.

F) Marine and War Risk Insurance of the Vessel including P&I with wreck removal & oil spill pollution clause.

G) Fumigation and de-rating exemption certificate.

H) All customs/Import duties arising in connection with any of the fore-going.

I) All taxes, duties, levies arise should be borne by the Operator only.

7) The basic charter rates/Rate per day shall be inclusive of all existing taxes and duties, except GST. The GST will be paid separately as admissible under GST Act. However, party is supposed to comply with return to be filed with GST Authority as per GST Act. The rates are to be quoted in Indian Rupees only. The payment of the monthly bill will be made after submission by the contractor of the bill in triplicate duly certified. Income tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The applicable TDS under GST Act. also recovered from the bill. The party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency only.

#### New Taxes

Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments.

8) Contractor has to submit 3% of Annual Contract Value as Performance Security. The performance Security to be submitted in form of BG or Demand Draft.

9) Tenderer should indicate with the supporting documents/general arrangement plan (a) Name of the vessel (b) Place and year of built (c) Port of registry (d) Broad dimensions of the Tugs

i.e. overall length, draft, beam, depth, DWT, GRT etc. (e) accommodation for hirer's use (f) valid and current certificates from the classification society/Mercantile Marine Deptt. These certificates shall have to be renewed and kept valid during the entire period of contract including period of extension.

- 10) The tenderer should quote the hire charges on charter/rate per day basis as per Schedule 'B'
- 11) The contractor shall be allowed a downtime of 12 days per year during the currency of contract for upkeep of the tug. The full one-year's downtime will be credited in the beginning of each contractual year. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.T, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 8 days of downtime will be permitted at a time. During the permissible downtime, charter rates will be paid. No downtime balance at the end of the year will be carried forward and will lapse.
- 12) The contractor shall be allowed to provide substitute tug of similar/comparable/superior dimensions & parameters on justified grounds during the currency of contract on mutual agreement.

**PRICE - SCHEDULE**

1. Basic Charter hire rate per day as per contract and specifications without fuel. The rate is inclusive of all taxes and duties, etc. except GST. The GST will be reimbursed as per GST Clause. GST to be paid separately as admissible under GST Act.

**TUG-1 ( 60 T. B.P.)**

a) \_\_\_\_\_ (Name of Vessel) Rs. \_\_\_\_\_ per day  
(Rupees (in words) \_\_\_\_\_ only)

**TUG-2 ( 60 T. B.P.)**

a) \_\_\_\_\_ (Name of Vessel) Rs. \_\_\_\_\_ per day  
(Rupees (in words) \_\_\_\_\_ only)

2. Fuel consumption for each tug separately(mentioned type of fuel)

**TUG-1 (60 T. B.P.)**

Main Engine \_\_\_\_\_ Lit./Hr./Engine  
D.G. Sets \_\_\_\_\_ Lit./Hr./Engine

**TUG-2 (60 T. B.P.)**

Main Engine \_\_\_\_\_ Lit./Hr./Engine  
D.G. Sets \_\_\_\_\_ Lit./Hr./Engine

We hereby agree:

- (i) That the prices quoted in this schedule shall be firm during the currency of contract and no escalation of rates will be allowed.

Note: Tenderer has to fill up consumption per hour at for both Main Engines and DG sets supported by technical manufacturer's data sheet

Name of the Tenderer \_\_\_\_\_  
Company & Full address \_\_\_\_\_  
Full Address \_\_\_\_\_  
Signature by for and on behalf of Tenderer \_\_\_\_\_  
Name & Designation \_\_\_\_\_