

MARINE DEPARTMENT

"Providing Marine Services at HGCTKPL at Tuna Tekra for a period of 10 years" Pre-bid Queries & its clarifications

Pre Bid Meeting 30/07/2025 @ 15:30 hrs.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
1	7	NIT - Joint Venture	In case of JV to qualify experience in similar works, merging of work order value executed by two or more of its member JV either as a whole or as member of JV shall not be permitted to qualify eligible works in terms of similar completed works. Only no. of work orders executed by members of JV shall be merged to evaluate experience. - Lead partner should have executed at least one similar work costing Rs. 1992.14 lakhs in case quoting for one tug as per Minimum Eligibility Criteria. - The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of joint venture or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they may upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive. - In the case of bid submitted by JV/ Consortium, the lead partner of the JV shall meet the Minimum Eligibility Criteria of Financial Turnover.	1) We understand that this specific tender calls for Bidders quoting for the composite services which includes supplying of Tugs along with other manpower services. Therefore, the highlighted portion namely "one similar work costing Rs. 1992.14 lakhs in case quoting for one tug" is required to be modified as "one similar work costing Rs. 3984.27 lakhs". Kindly confirm. 2) Further the Lead partner of the JV who will be supervising the day-to-day operations usually meet the operational experience criteria and not financial criteria as stated. We request modification in this clause. 3) We draw your attention to clause 10 on page 15, the word "per tug" is required to be deleted,	1) Corrected after deleting the word "one tug" : Lead partner should have executed at least one similar work costing Rs. 1992.14 lakhs as per Minimum Eligibility Criteria. 2) Tender condition prevails. 3) The word per tug may be read as deleted under clause no. 10 (f) of Section-I
	15	Clause no. 10 (f) of Section-I	One similar completed work costing not less than Rs. 4052.40 Lakhs <u>per tug</u> (excluding GST).	We draw your attention to clause 10 on page 15, the word "per tug" is required to be deleted,	The word per tug may be read as deleted under clause no. 10 (f) of Section-I

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	32	Clause no. 6 - M (e.) of Section - III	OPERATIONAL REQUIREMENT OF TUGS (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 to assist emergency situation under the instruction of Dy. Conservator even outside the Port limit.	We draw your attention to the fact that some of the rescue operations are risky and hence, the Masters of the Tugs shall have absolute authority to extend services within the safe parameters of the Tug and her crew. Kindly confirm.	Tender Condition prevails
2			TUG TO CARRY OUT ASSISTANCE TO ANY VESSEL OR ANTI-POLLUTION OPERATION IF REQUESTED BY THE PORT. The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at DPA round the clock (24 hours a day) and throughout the contract period including but not limited to: (a) Berthing and un-berthing of vessels in port (b) To stand by as fire float, Oil spill dispersant spraying boat, etc. (c) To assist in double banking by way of acting as docking tug (d) To maintain communication by VHF. 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 and the tug is required at all times to give Power/ RPM/ MCR as directed by Deputy Conservator or Deputy Conservator's representative.	We also request that any rescue operation outside port limits calls for additional sailing crew, insurance etc. which the Port should reimburse on actual cost basis. Kindly confirm.	In emergency scenario if the tug has to proceed outside of port limit with additional sailing crew, insurance etc. The Port will reimburse the actual cost on merit after approval of Deputy Conservator
	32	Clause no. 7 of Section-V			
3	34	Clause No. 11 of Section-III	PERIOD OF HIRE AND TERMINATION OF CONTRACT: Initial contract period will be for 10 years from the date of deployment of tug. The Deendayal Port Authority has the right to terminate the contract without assigning any reasons and it will be exercised by giving six month's final notice. In addition, DPA also reserves the right to terminate the contract by giving one month's notice on the contractor's continued failure to perform/willful negligence to remedy the fault. Failure to rectify fault of breakdown within 7 days will constitute a failure to perform and if it continues, a substitute tug of comparable dimensions will be provided within 21 days (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 till a substitute tug is provided).	The assets procured for performing the contract are highly capital intensive in nature and are procured exclusively for this specified contract. Depending on the tenure of the contract, prices offered in the tender are calculated. Any reduction/early termination would seriously affect the price offered by the contractor. The Contractor not only loses revenue for the balance period but also, the daily hire rates offered by the Contractor would not be viable for shorter tenure of contracts. Also, banks and other lending financial institutes view such clauses critically and consider high risk projects. Therefore, the bankability of this contract is adversely affected by such clause. We request that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's continued failure to perform/ willful misconduct or gross negligence. It is noteworthy to mention that other Major Ports such as Haldia Dock Complex, Paradip Port, Kamarajar Port, Chennai Port, Mumbai Port, NMPT, etc. have already removed such clauses. Chennai Port and Deendayal Port (Tender No. 03/2022) has removed this clause in their tug tender. We request you to kindly amend this Tender Clause accordingly	Condition may be read as under :- DPA reserves the right to terminate the contract by giving one month's notice on the contractor's continued failure to perform/willful negligence to remedy the fault. Failure to rectify fault of breakdown within 7 days will constitute a failure to perform and if it continues, a substitute tug of comparable dimensions will be provided within 21 days (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 till a substitute tug is provided. Further, in case change in government policy, court rulings or stoppage due to statutory order or any other similar situation if HCTKPL terminal become non-operational, the contract may be terminated with one month's prior notice.

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4		Additional Clause	Whenever the Tug is engaged for Port Operations, the Tug will be treated as Port Tug.	In line with tug tenders of other Major Port trusts such as Mormugao Port, Paradip Port, Vizag Port, Kolkata Port etc., we request that throughout the contract period, the tug shall enjoy the Protection and Indemnities available to the vessels owned by the DPA provided under bye-laws of the Deendayal Port Trust/ Authority Act or otherwise. Our request to include "Whenever the Tug is engaged for Port Operations, the Tug will be treated as Port Tug". Kindly Consider. This clause was accepted in the previous marine service tender floated by your good office	Not considered
5	5	NIT - Pre-qualifying criteria	2. Experience in terms of: Experience of having successfully completed similar works/on-going works completed more than one-year period, 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 Rs. 1992.14 Lakhs (excluding GST). OR (ii) Two similar completed works each costing not less than Rs.2490.17 Lakhs (excluding GST). OR (iii) One similar completed work costing not less than Rs. 3984.27 Lakhs (excluding GST).	1) There is an ambiguity regarding the value of similar works as well as financial turnover requirements. The value specified in the pre-qualifying criteria is not in line with the value stated in the Instruction to tenderers. We request you to kindly clarify the same. 2) Similarly, the Experience Turnover mentioned in Clause 2 of Pre-qualifying criteria and Clause 10 (f) of Instruction to the Tenderers are not matching. Request your clarification on this issue as well.	The pre-qualifying Criteria under NIT may please be read as - 1. Financial Standing The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1494.10 Lakhs, Certified by Chartered Accountant and UDIN Verified. The remaining condition is unaltered.
5	15	Clause no. 10 (f) of Section-I	The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1519.65 Lakhs, Certified by Chartered Accountant and UDIN Verified. Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following (Quoting for each tug). Three similar completed works each costing not less than Rs.2026.20 Lakhs (excluding GST). OR Two similar completed works each costing not less than Rs. 2532.75 Lakhs (excluding GST). OR One similar completed work costing not less than Rs. 4052.40 Lakhs per tug (excluding GST).	1) The condition No. 10 (f) of Section-I may please be read as - The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs.1494.10 Lakhs, Certified by Chartered Accountant and UDIN Verified. Experience of having successfully completed similar works/on-going works completed more than one-year period, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following . Three similar completed works each costing not less than Rs. 1992.14 Lakhs (excluding GST). OR Two similar completed works each costing not less than Rs. 2490.17 Lakhs (excluding GST). OR One similar completed work costing not less than Rs. 3984.27 Lakhs (excluding GST). This amended clause shall supersede the existing clause, wherever, they are in variance.	

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6	16	Bid Capacity clause at NIT & at Clause no. 10 of Section-I	BID CAPACITY .. 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:- Available Bid capacity = $A \times 1.5 (M) \times N - B$, Where, "A" = Maximum value of engineering works executed in any one year during last five years (updated at the current price level), taking into account the completed as well as work in progress. "M" = Multiplier Factor "N" = Number of years prescribed for completion of the subject contract. "B" = Value (updated at the current price level) of the 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.	1) We understand that $M = 1.5$ and $N = 10$ years and hence, the formulae is $A \times 1.5 \times 10 - B$ 2) Further for calculation of B, please guide as to how to arrive at the current price level for future 10 years contract. 3) We understand that "total bid value" implies the total contract value. Kindly confirm. 4) The bidders participating in the tender floated are mostly tug operators/marine service providers with more than 25 contracts. It is practically impossible for the bidders to furnish statements showing the value of existing commitments and ongoing works countersigned by the Nodal Office or his nominee-in charge. Instead of furnishing the statements countersigned by the Nodal Office, the bidders can submit the Bid Capacity issued by Chartered Accountant. Recently the tender floated by Chennai Port Authority has introduced Bid capacity. Attached for your ready reference, we request the Port to amend the clause accordingly, for bidders to submit the Bid capacity within the preferred timelines. 5) Also request that for calculation of the remaining contract value of existing contract, the date of such calculation shall be 31st July 2025. This would give a reference date on which bidder should calculate, and uniformity is maintained. CA will also ask for a reference date. 6) Request the Port to replace the word "engineering works" with "Similar works" Kindly consider and clarify.	The condition of Bid capacity stands deleted.
7	12	Clause no. 2 of Section-I	Documents/Forms to be submitted [the bidder shall scan and forward the following documents / Forms with their bid]: Hard copy of all the :	There is an ambiguity regarding the documents that are to be submitted physically. Most of the documents uploaded in section 10 would already be uploaded online. We understand that the Port only requires: 1. EMD 2. Integrity Pact 3. Tender Fee Receipt These documents are to be submitted to the port within 07 days of the last date of Bid submission. Request the Port to confirm the Bidder's understanding	Tender Condition prevails
	14	Clause no. 10 of Section-I	Following documents to be submitted in Technical bid stage –II Cover (soft copies to be uploaded in (n) procure portal and hard copies to be submitted to the office of Deputy Conservator within 7 days from the date of opening of technical bid: -		

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8	33	Clause no. 9 of Section-III	The Tug offered shall be in accordance with "SOP for charter of tugs by Major Ports under Amanirbhar Abhiyan Policy" circulated by Ministry of Shipping, Government of India vide Ministry's O.M No. SY-13013/1/2020-SBR dated 15.09.2020 OR its latest amendment as applicable at the time of vessel construction. The vessel shall sail under the Indian Flag. The subsequent clarification issued vide O.M of even number dated 11.11.2020. The amendments issued in the above policy till the last date of submission of bids will also be applicable. And also prevailing guidelines issued by DGI, Shipping. In case bidder exercising option to supply alternative tug as per clause 2 (vii) of SOP No. 13013/1/2020-SBR dated 15.09.2020 and failed to substitute Indian built tug as per ASTDS, within time period of 18 months or extension of time period as granted by the Competent Authority based on valid reasons, shall be levied penalty @ 25% of hire charges per day or part thereof for such delay till the tug is replaced with Indian Built Tug as per ASTDS. The above penalty will be in addition to the penalty as prescribed in the said SOP.	For clarity, we request the Port to confirm that the latest guidelines by the DG Shipping dated 05th Oct 2023 forms part of this Tender document which relates to "deemed to be Indian Built" vessels.	As already mentioned under conditions, its latest amendment as applicable at the time of vessel construction, the Circular No. 16-18011/9/2023-SD-DGS(C No. 22004) dated 05/10/2023 is also considered for compliance.
9	29	Clause no. 6 (E.) of Section - III	Broad details of tugs : Less than 10 years as on date of deployment of tugs (as per original builder's certificate). GENERAL CONDITIONS: 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. For tugs under construction, an undertaking is to be given that the vessel along with its certificates will be ready for delivery within the mobilization period i.e. 18 months. Also, its specifications will be submitted along with copy of the order.	We request that apart from Builder's certificate, Class Certificate also to be accepted as a proof of age of the Tug. Kindly confirm	Accepted
10	80	Clause no. II of Section - IV	(1) For existing Tugboats: We understand that the Bidders shall submit the following documents for Technical evaluation of Tugs (i) Valid Certificate of Registry at the time of bid submission (ii) Valid Certificate of Class with latest Annual Endorsement (IACS member only) (iii) Latest Bollard Pull Test Certificate (witnessed by IACS member only) (iv) GA plan (v) Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load (vi) any other supporting document required as per Tender All the documents shall be in English or else have them translated by an official translator of atleast a High Court in India / Embassy. Kindly confirm. (2) For Tugs under construction/ to be constructed; - MOU with the shipyard/ construction agreement is to be submitted by the bidder clearly stating the yard no., hull no., engine details and a firm timeline of tug delivery. - Approved GA Plan by the shipyard for the under construction/to be constructed Tugs - Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load Kindly confirm.	Considered and reproduce as under : 1. For existing Tug: The Bidders shall submit the following documents for Technical evaluation of Tugs (i) Valid Certificate of Registry at the time of bid submission (ii) Valid Certificate of Class with latest Annual Endorsement (IACS member only) (iii) Latest Bollard Pull Test Certificate (witnessed by IACS member only) (iv) GA plan (v) Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load (vi) any other supporting document required as per Tender All the documents shall be in English or else have them translated by an official translator of atleast a High Court in India / Embassy. Kindly confirm. (2) For Tugs under construction/ to be constructed shall be based on the ASTDS requirements.	Considered and reproduce as under : 1. For existing Tug: The Bidders shall submit the following documents for Technical evaluation of Tugs (i) Valid Certificate of Registry at the time of bid submission (ii) Valid Certificate of Class with latest Annual Endorsement (IACS member only) (iii) Latest Bollard Pull Test Certificate (witnessed by IACS member only) (iv) GA plan (v) Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load (vi) any other supporting document required as per Tender All the documents shall be in English or else have them translated by an official translator of atleast a High Court in India / Embassy. Kindly confirm. (2) For Tugs under construction/ to be constructed shall be based on the ASTDS requirements.

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11	18	Clause no. 12 of Section - I	Income Tax PAN No. and GST No. are to be furnished/indicated. The price bid should be inclusive of all taxes and duties. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day.	To avoid ambiguity, we request you to please modify the clause 11 on page 18 "Income Tax PAN No. and GST No. are to be furnished/indicated. The price bid should be inclusive of all taxes and duties as on date except GST. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day." Kindly consider	The clause NO. 12 of Section-I may please be read as :- Income Tax PAN No. and GST No. are to be furnished/indicated. The price bid should be inclusive of all taxes and duties except GST. No Mobilization/de-mobilization charges will be paid. The tenderers should quote a Lump sum rate per day.
		Clause no. 15 of Section - III	RATES, TAXES& PAYMENTS : (a) The basic charter rates/Rate per day shall be inclusive of all existing taxes and duties, except GST.		
		Clause no. 8 of Section - V	DELIVERY PERIOD: The mobilization period will be 18 months from the issue of the Letter of Acceptance and an extra 15 days on payment of 25% daily hire charges per day as LD in a fully operational state acceptable to the Deputy Conservator.		
12	35	Clause no. 17 of Section - III	DATE OF COMMENCEMENT: The mobilization period will be 18 months from the date of issuance of LOA and an extra 15 days on payment of 25% 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 and forfeit the EMD amount.	There is a typo error on page 52 which we request to be modified as "18 months from the date of issuance of LoA" Kindly confirm	Accepted and considered as 18 months from the date of issue of Letter of Acceptance at Para No. 2 of Tenderer's undertaking (Form-8)
		Form-8 of IV	Tenderer's Undertaking Para (2) We, undertake to supply the said Tug(s) as described in the specifications within 270 days after receipt of Letter of Acceptance.		
		Clause no. 9 para of Section - I	(IOC rate prevailing on the last date of opening of price bid) Employer will consider 6 hours of running of main engine per day and 12 hours of running of DG set per day for evaluation purpose only. It is also presumed that Tug will operate on 2 main engines and 1 DG set. In case the arrangement is different than tenderer may specify clearly. Fuel consumption will be taken at 100% MCR which the Tender is required to submit as per schedule of the requirement of fuel consumption at 85% and 50% MCR may be made as a declaration but need not to be supported with builder's certificate. If annual fuel consumption's average is less than the declared fuel and after adding 10% formula it should not cross the declared fuel consumption by the contractor, if excess fuel consumption than party has to bear the cost of excess fuel.....		
13	14	Clause no. 6 of Section - III	The 3rd para of Tug Requirement: - Average fuel consumption during the year plus 10% or 100% MCR whichever is less shall be kept for main engine and DG set of particular tug and shall be called base fuel consumption for main engine/DG set. This base shall remain for all subsequent years of contract. If annual fuel consumption's average is less than the declared fuel and after adding 10% formula it should not cross the declared fuel consumption by the contractor, if excess fuel consumption than party has to bear the cost of excess fuel	We draw your attention that recovery mechanism towards excess fuel consumption has been stated differently in two different clauses. We are of the opinion that the clause 6 of page 28 which is in line with previous Tug tender of the Port will be applicable. Kindly confirm	Tender Condition prevails
		Clause no. 9(A) para of Section - I	A recovery towards excess fuel shall be made over and above the Base Fuel Consumption for particular Tug on monthly average consumption basis.		
14	14	Clause no. 6 of Section - III	The 3rd para of Tug Requirement: - Average fuel consumption during the year plus 10% or 100% MCR whichever is less shall be kept for main engine and DG set of particular tug and shall be called base fuel consumption for main engine/DG set. This base shall remain for all subsequent years of contract. If annual fuel consumption's average is less than the declared fuel and after adding 10% formula it should not cross the declared fuel consumption by the contractor, if excess fuel consumption than party has to bear the cost of excess fuel	We draw your attention that recovery mechanism towards excess fuel consumption has been stated differently in two different clauses. We are of the opinion that the clause 6 of page 28 which is in line with previous Tug tender of the Port will be applicable. Kindly confirm	Clause no. 6 of para of Section-III remains unaltered. The clause No. 9(A) para of Section-I considered as deleted.
		Clause no. 9(A) para of Section - I	A recovery towards excess fuel shall be made over and above the Base Fuel Consumption for particular Tug on monthly average consumption basis.		

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15	30	Clause no. 6 (E.) - Manning of Section - III	Broad Specification of Tug: Manning the statutory requirement. (i) Working hours for the tug is round the clock on all days. 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.	We understand the Tugs are to be manned as per SMD issued by DG shipping for Harbour operations which was clearly mentioned in your one of the previous tug tenders. This needs to be specified clearly for uniformity in understanding of all the bidders. Kindly confirm	Confirmed. Manning should be as per SMD issued by DG Shipping for operation within the Port limit.
16	79	Clause no. III (2) of Special conditions of Section-VI	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.A, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 07 days of downtime will be permitted at a time per Tug. 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. Breakdown can also be debited against downtime.	1) We understand that down time can be utilized for repairs, maintenance, surveys and for downtime. Kindly confirm 2) In line with one of your previous tug hiring tender, we request that Port to permit usage of 12 days of downtime at a stretch. Kindly consider.	Tender Condition prevails
	77	Clause no. 5 of Section-V	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 is not completed within 21 days' substitute tug is required to be provided.		
17	24	Clause no. 14 (b) of Section II	14. PERFORMANCE SECURITY(b): Security deposit shall be 10% of the contract price, of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award it should be valid upto 60 days beyond the annual performance security period and renew the same periodically, 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 hire period.	We request that the Bidders should also be allowed to submit a Performance security in the Bank Guarantee mode for entire 10% of Annual contract price. This option is given by all other Major Ports in their Tug hiring tenders.	The clause no. 14 (b) of Section-1, may please be read as under : - Security deposit shall be 10% of the contract price out of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks) having its branch at Gandhidham or Insurance Surety Bond as per prescribed Form, within 21 days on receipt of Letter of Award it should be valid upto 60 days beyond the annual performance security and renew the same periodically and the balance 5% retention money shall be started and deducted from the first running account bill and will be refunded at the end of every year after submission of relevant documents. Balance SD will be refunded immediately not later than 14 days from completion of work and passing the final bill. This amended clause shall supersede the existing clause, wherever, they are in variance.

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18		Additional query		Additional Query: Propeller fouling due to debris/ underwater objects: You may please note that many a time propeller fouling happens due to debris in the Port waters. Consequently, the Contractor at its own cost expense mobilizes the diver to clear the objects from the propeller and spend a huge sum for repairs. This being for no fault of the Contractor, we may request you to please treat Tug to be on hire during this period. May be a 5 day ceiling can be fixed beyond which Tug will be considered off hire and in no circumstances, penalty will be levied. Kindly confirm	Please see the Addendum
19	35	Clause No. 15 (c.) of Section III	(c) 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.	In line with previous tug hiring tender of DPA, please replace the word "after opening of the Technical Bid" with "after last day of Technical bid submission". Kindly confirm	Tender Condition prevails
20	43	Form of Specimen for EMD of Section-IV	SPECIMEN EMD (Bank Guarantee Format)	1. As was agreed in the last tug tender, we request the addition of the below mentioned clauses the Bank Guarantees: (1) "Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly" (2) "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)." 2. We understand that the Bid Validity would be 28 days beyond the tender validity and there would be no claim period. Kindly confirm. 3. Whose favour should the BG/Insurance Surety Bond be issued to. 3. We understand that EMD can be issued from any state and any Nationalized Bank / Scheduled Bank except cooperative bank. Kindly confirm	Tender Condition prevails
21	14	Clause No. 10 (d) of Section I	Annual accounts and Profit& Loss Accounts duly audited by Chartered Accountant of last three years.	We understand that the last three financial years ending on 31st March 2024 will be considered. Kindly confirm.	Yes, last 3 financial years ending on 31/03/2024

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22	13	para of Clause No. 9 of Section-I	Price Bid Evaluation Price bids of those tenderers, Price bids of those tenderers, who have qualified technocommercially, will be opened and daily charter rate for evaluation will be calculated as per the following: Basic Charter hire rates per day = X Y=Fuel consumption of Main engine at 100% MCR as per Shop Test. Fuel Oil consumption of DG set = Z lit/hour/DG Set. Daily Rate = $\frac{X + [(6 \times 2 \times Y) + (12 \times 1 \times Z)] \times C}{4}$ Where C= Cost of fuel oil/liter on the date of the submission of the tender	1) We draw your attention that the Tender is for composite services and the Bidder is required to quote for daily charter of tugs along with daily charges for mooring gang, radio operators, signal station assistants etc. Therefore, keeping the format of Price Bid in Schedule B; we believe that the Basic Charter rate "X" shall be the Grand Total of Fixed Charges (A+B) as specified in Schedule B. Kindly confirm. 2) Further, the formula needs to be revised as follows: Daily Rate = $\frac{X + [(6 \times 2 \times Y) + (12 \times 1 \times Z)] \times C}{4}$ Kindly confirm	Typo error: The formula may be considered as : $\frac{X + [(6 \times 2 \times Y) + (12 \times 1 \times Z)] \times C}{4}$
23	13	para of Clause No. 9 of Section-I	Price Bid Evaluation Where C=Cost of fuel oil/liter on the date of the submission of the tender. (IOC rate prevailing on the last date of opening of price bid)	We wish to draw your attention that two different dates have been mentioned for considering the fuel oil rate for calculation of Fuel cost. Please clarify as to which date would be applicable.	The Price of fuel will be considered as on date of opening of price bid.
24	80	Clause No. VII of Section VI	RATES AND PAYMENTS: The tenderer has to quote the rate in terms of daily hire charges excluding fuel oil as per the format of "Schedule of Prices". Fresh water if available will be supplied on payment basis as per the Scale of Rates. The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 15 working days after submission by the contractor of the bill in duly certified. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only. Port will supply necessary fuel.	We request Port to supply Fresh Water at their responsibility to the Contracted Tugs which is a standard practice in all other Major Ports. Please confirm.	Tender Condition prevails
25	45	Form-6, Part-I of Section-IV	EXCEPTIONS AND DEVIATIONS	We believe that exceptions and deviations are not allowed in this Tender as this would make bids conditional or non committal. Further, evaluation of such bids will be difficult. Therefore, we request you to please make Form-6 redundant or may please be deleted.	Tender Condition prevails
26	19	Clause 12 of Information & Instructions ..	Contractor must ensure to quote rate of each item. If any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as "0" (ZERO).	We understand that it is compulsory for all bidders to submit the price schedule fully filled and if a cell is left blank the bid is liable for rejection. Kindly confirm.	Tender Condition prevails
27	34	Clause No. 13 of Section-III	LOCAL LAWS: The contractor shall comply with Indian Merchant Shipping Act and any other legislation related to operation of Tug in Indian territorial waters, and, if of foreign registry, shall obtain coasting License from the Director General of Shipping for operating the tug in the limits of Port of Kandla. The contractor shall also observe all the Labour laws in force from time to time and furnish necessary returns under such Labour laws and rules/regulations made there under to the Deputy Conservator on due dates.	We understand that foreign registered Tugs are not allowed to participate in this tender. Kindly confirm.	The word "foreign registry" may please be considered as deleted and remaining condition is unaltered.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
28	81	Clause No. 8 of Special Note VIII of Section-VI	Contractor shall provide 1 nos. of four wheeler tourist vehicle (Innova or equivalent) with driver during contract period for the use of employer. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer- In-charges. Necessary fuel/ oil / driver / maintenance etc., will have to be born by the contractor. During the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from the due payment or Rs. 3000/- per day will be recovered.	We request clarification as follows: 1) Kindly clarify the requirement of such tourist vehicle in marine service contract. 2) We understand that usage of this Vehicle will be limited to Gandhidham area only. 3) We understand that the vehicle will be utilized seven (7) days a week, on normal day shift. Kindly confirm. 4) We may request to segregate this scope from this tender, as it would be difficult for the marine operator to arrange replacement in case of break down.	Tender Condition prevails. However, instead of Tourist vehicle it is to be read as Taxi vehicle with 7seater arrangement. Other things are unaltered.
29	82	Clause No. 9 of Section-VI	Contractor shall provide office with all furniture, new Two computers and stationery with two office assistance personal minimum graduate knowing computer in the help of DPA official for the period of contract	1) Kindly clarify the requirement of additional manpower in marine service contract. (2) We understand that the Office space including all infrastructure will be provided by the Port, the contractor will only get new furniture, new Two computers and stationery with 2 office assistance personal minimum graduate knowing computer. (3) We understand that the Office assistant will only be available for the normal day shift office hours with leave/relief policy of the contractor. Kindly confirm our understanding.	The condition stands deleted.
30	28	Clause No. 6 (B) of Section-III	6) TUG REQUIREMENT: (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. The Bollard Pull test is mandatory after 5 years. In case of any dispute regarding the Bollard Pull of the tug, during intervening period, a fresh Bollard Pull test can be insisted by DPA 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	If the bollard pull test is carried out at the request of Port and the Tug delivers the required Bollard Pull, the entire cost shall be borne by the Port. We request the Port to consider modification of the said clause. Clause No. 6 (B) of Section-III (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. The Bollard Pull test is mandatory after 5 years. In case of any dispute regarding the Bollard Pull of the tug, during intervening period, a fresh Bollard Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. If the Bollard Pull found less than the required capacity then tug will be off hire and the entire cost of BP test to be born by the contractor. However, if the Tug delivers the required BP, then the actual expenditure of the BP test shall be reimbursed by the Port.	

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
31	30	Clause No. 6 (E.) Broad details of Tug of Section-III	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	We understand that for ASD tug, the towing arrangement will include a Towing Winch in the forward and either a Towing Winch or Hook in the Aft. Kindly confirm.	Tender Condition prevails
32	29	Clause No. 6 (E.) Broad details of Tug of Section-III	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.	We request you to kindly modify the requirement as follows: Bollard Pull BP certificate for minimum 60 Ton sustained Bollard Pull at 100% MCR in ahead direction as certified by the classification society. Our request is in line with ASTDS tug specification promulgated by IPA.	Condition reproduced as under :- BP certificate for minimum 60 Ton sustained Bollard Pull at 100% MCR in ahead direction 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 DPA. The BP Certificate should be issued by Classification Society which is a member of IACS.
33	14	Clause No. 10 of Section-I	Following documents to be submitted in Technical bid stage -II Cover (soft copies to be uploaded in (n) procure portal and hard copies to be submitted to the office of Deputy Conservator within 7 days from the date of opening of technical bid	We request that since all these documents will be uploaded to the tendering portal, only important documents such as EMD, technical specs, etc., maybe submitted in hard copy. Submitting entire tender copy would not serve any purpose since these documents are already digitally signed prior to uploading on N-procure as per standard n-procure procedure The government is trying to encourage paperless tendering which we request DPA to consider	Tender Condition prevails
34	24	Clause No. 14 (b) of Section-II	Security deposit shall be 10% of the contract price, of which 5% of annual contract price should be submitted through Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Award it should be valid upto 60 days beyond the annual performance security period and renew the same periodically, 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 hire period	We request that retention money is reimbursed to the contractor at the end of yearly anniversary of the project on submission of the renewed performance guarantee by the bidder	Please see the clarification given at Sr. No. 17
35	25	Clause No. 14 (i) of Section-I	The..	Please advise if this clause is left unintentionally incomplete	The clause considered as deleted.
36	27	Clause No. 5 of Section-III	TUGS: 04 tugs of 60 Tones Bollard Pull capacity and able to carry pollution control equipment and OSD spraying facility as required. For the purpose of Fire Fighting, a quantity of 5000 Ltrs of AFFF foam compound to be maintained on board. For the purpose of OSD spraying facility, Tug should have OSD spray booms, portable sprayer, 100 Nos. absorbent pads and 1000 Ltrs OSD chemical on board. Materials consumed during the operations of Marine Services will be replenished by the Port.	Please advise the list of pollution control equipment. Please confirm if all for tugs to have Portable Sprayer and advise the Pollution control equipment list	Tender Condition prevails

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
37	31	Clause No. 6 (G) of Section-III	The Tugs are required to operate round the clock for meeting the operational requirements HGCTKPL at Tuna/Tekra or any other site within the jurisdiction of Deendayal Port. In the event, the tug being unable to perform any of the operations, no hire charges are to be paid by the Port to the Operator for non-operational period on the basis of per hour or part thereof.	We will support all initiatives of DPA to permit operation of tug at HGCTKPL or any other site within jurisdiction of Deendayal port. Presently as per permissible rule, we use SMD of harbour tug but if Deendayal port direct vendor to operate tug in area where coastal crew is required than as per government regulation coastal crew will be required and there should be mechanism for reimbursement of extra crew cost if and when coastal crew are required to be used for operation guided by DPA	The manning should be as per SMD issued by DG Shipping for operation within the Port limit.
38	31	Clause No. 6 (K) of Section-III	MANNING AS PER STATUTORY REQUIREMENT: The vessel should have a set of competent and qualified 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. The credentials of Master, Engineer and other certified hands to be submitted to the DC initially. Any changes need to be informed at appropriate times.	Noted that initial Seafarer joining will be done in consent of DC and the subsequent changes also will be prior approval of DC. We kindly request after the 1st consent by DC. We request if seafarers are repeat crew then they be able to join after all joining formalities are completed directly onboard.	Approval of Dy. Conservator is required for subsequent changes in case of Master only and for other crew, approval of Engineer In-charge shall be required.
39	32	Clause No. 6 (M) of Section-III	OPERATIONAL REQUIREMENT OF TUGS The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at HGCTKPL Terminal of Tuna Tekra DPA AND CARRY OUT Rescue, Fire Fighting or Anti-Pollution if required by the Port. round the clock (24hours a day) and throughout the contract period including but not limited to: (a) Berthing, un berthing and shifting of vessels in port (b) To stand by as fire float, Oil spill dispersant spraying boat, etc. (c) To assist in double banking by way of acting 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 to assist emergency situation under the instruction of Dy. Conservator even outside the Port limit.	SMD is issued for (1) Harbour ops (2) outside port limits the SMD is different. RSV outside Port limits there will be additional requirement of officer & crew requirement. Kindly advise	The manning should be as per SMD issued by DG Shipping for operation within the Port limit.
40	33	Clause No. 8 of Section-III	OPERATION OF SIGNAL STATION : One No. of Radio operator and One no. of Signal Station Assistant per shift for 24 hrs. operations all through the year for control of ship movement and other related communication as per operational requirement of port at HGCTKPL Terminal. Radio Operator(s) shall have a minimum of GMDSS certificate issued by an Institute approved by DG Shipping. The contractor shall provide other assistance as may be required in connection with the services as described in scope without charging any additional sums. Accommodations, Transportation, Food, Uniform etc.... will have to be arranged by the service contractor.	We request DPA to advise what other assistance may be required. If any such assistance has additional commercial impact then DPA must reimburse the cost of the same	As per scope of the services of 1 (1) of Section-III. The contractor has to arrange, provide and upkeep all required communication equipments with manpower for smooth functioning of Signal Station.
41	33	Clause No. 7.2 of Section-III	Crew and Mooring Gang: Each Mooring Launch should also have a set of one mooring gang comprising of 8 people and one Supervisor. At any point of time, if there is shortfall in Mooring person Rs.1,000/- per person per day and in case of Mooring Supervisor is not available Rs.2,000/- per day will be deductible	Please confirm Mooring Launch will be provided by DPA	The word "Each Mooring Launch" to be read as "Each Mooring Gang". Remaining condition is unaltered.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
42	33	Clause No. 9 of Section-III	ON HIRE/OFF HIRE SURVEY : Para 2 - The Tug offered shall be in accordance with "SOP for charter of tugs by Major Ports under Atmanirbhar Abhiyan Policy" circulated by Ministry of Shipping, Government of India vide Ministry's O.M No. SY-13013/1/2020-SBR dated 15.09.2020 OR its latest amendment as applicable at the time of vessel construction. The vessel shall sail under the Indian Flag.....	SOP for Make in India allows for tugs flagged in India till 5th Oct 2023 to be deemed as Made in India tugs. We request port to reconfirm that tugs which were flagged in India prior to 5th Oct 2023 will be allowed to participate in the tender. This is in line with the previous tender issued and successfully discharged by DPA for requirements at AKBTP terminal of DPA.	Tender condition prevails.
43	80	Clause No. 3 of III Special condition of Section - VI	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.	Please confirm that any substitute tug offered by bidder will be qualified provided tug is built in India as per ASTDS rules issued by Government of India or existing tug under Indian flag in compliance with Ministry circular no. SY-13013/1/2020-SBR dated 15/09/2020 with any amendment declared by Indian government in qualifying terms till date of submission of tender.	The substitute Tug has also to comply all the conditions of existing contract.
44	82	Clause No. 8 of Special Note VIII of Section-VI	Contractor shall provide 1 nos. of four wheeler tourist vehicle (Innova or equivalent) with driver during contract period for the use of employer. This vehicle will be used only for duties related to the works of this contract. Vehicle must be in very good condition and to the satisfaction of Engineer- In-charges. Necessary fuel/ oil / driver / maintenance etc., will have to be born by the contractor. During the currency of contract in case the contractor does not provide the vehicle the employer will engage the other tourist vehicle and actual charges incurred will be recovered from the due payment or Rs. 3000/- per day will be recovered.	We request DPA to reconsider this clause since it is not normal in a marine contract to provide a car to the port. If port feels such a car is mandatory, we wish to port to confirm that this car will be used only between Gandhidham and Tuna and only for terminal personnel.	Tender Condition prevails. However, instead of Tourist vehicle it is to be read as Taxi vehicle with 7seater arrangement. Other things are unaltered.
45			Additional Query	There have been instances that the tug of a Contractor has been damaged due to presence of floating objects in the port limits of DPA rendering the tug inoperable. Though the repair cost of the same is borne by the Contractor, we request that DPA should not deduct charter hire or levy penalties during the said period. Port should also assist the Contractor in recovering monies from the defaulting party if identified since Contractor has relationship with the port and not with any other service providers operating in the port We request DPA to consider chartered tugs as "port tugs". DPA used to do this earlier. By doing this such tugs will enjoy the same indemnities as those enjoyed by other crafts operating in port limits	Please see the Addendum
46			Additional Query		Not considered
47	6 & 16	NIT & 10 (f) of Section-1	Similar works means: "Hiring/Chartering with manning and operation of harbor tugs for Port/Harbour Operations".	Similar Work means: Ownership along with Full Manning, Operations & Maintenance of Crafts". Craft means which are selfpropelled and registered under Merchant Shipping Act 1958 / Any other applicable Act (Inland Vessel Act) which includes but not limited to Harbour Tugs, Supply Vessels, Offshore Vessels, Dredgers having a minimum Gross Tonnage of 500 and above.	Clause may be read as under;- Similar work means: "Owning/Hiring / Chartering with manning and operation of Harbour Tugs or any self propelled floating crafts with 500 gross tonnage and above" This amended clause shall supersede the existing clause, wherever, they are in variance.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
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ADDENDUM

1	Page no. 32	Addendum to clause no. 7 of section-III	Extra Mooring Gang shall be provided by the contractor with same rates and conditions to cater to any additional operational requirement within a month notice from Deputy conservator.
2	Page no. 31	Addendum to clause no. 6 (G) of section-III	If any tug becomes un-operational coz of fouling or damage to it's propeller due to any underwater or floating obstruction without the fault of Tug Master, then Tug will be treated as on hire upto 3 days (for per incident), after which tug will be considered as Off hire without any penalty. In such scenario, Port Dry Dock facility will be provided on priority basis by treating this tug as Port Tug.

HM

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FA & CAO

Deputy Conservator