

MARINE DEPARTMENT

"Hiring of 04 Nos. 50T/60T BP Tugs for Vadinar & Kandla for a period of 10 years."

Pre-bid Queries & its clarifications

Pre Bid Meeting 25/11/2025 @ 15:30 hrs.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
1	6	NIT-Para No.(3) Capability and resources	3. Capability and Resources: The Bidder should be in business of hiring/ management of crafts/port operations.	Ideally owning/hiring/management of crafts should suffice. Port operations is a very broad definition and requires further clarification	The condition stands deleted.
2	9	NIT-Condition for EMD & Tender fee.	In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification-2008 mentioned in the Sub class Nos. 30111, 30112, 30113 only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on (n) procure website along with 'Bid Securing Declaration Form' (Form-XIII) in Preliminary bid failing which the bid shall be considered non-responsive. SECTION F MANUFACTURING DIVISION 30 MANUFACTURING OF OTHER TRANSPORT EQUIPMENT GROUP 301 Building of Ships and Boat CLASS 3011 Building of commercial vessels: passenger vessels, ferry boats, cargo ships, tugs, tankers, hover craft (except recreation type hover craft) etc. Sub-class 30111 Building of commercial vessels: passenger vessels, ferry-boats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc. Sub-class 30112 Building of warships and scientific investigation ships etc. Sub-class 30113 Building of fishing boats fish processing factory vessels	All the sub-classes as indicated by the tender are for construction of the vessel and not for operation of the vessel. This contradicts with similar works and other experience criteria	Division 50 : Water transport 5012Sea and coastal freight water transport 501200 - harbour operation and other auxiliary activities such as docking, pilotage, lighterage, vessel salvage.

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			<p>Price Bid Evaluation</p> <p>Price bids of those tenderers, Price bids of those tenderers, who have qualified technically, will be opened and daily charter rate for evaluation will be calculated as per the following:</p> <p>Basic Charter hire rates per day = X</p> <p>Y=Fuel consumption of Main engine at 100% MCR as per Shop Test. Fuel Oil consumption of DG set = Z lit/hour/DG Set.</p> <p>Daily Rate = $X + \frac{(6x2x)}{2} \pm \frac{(12x1x2)}{2} C$</p> <p>Where C=Cost of fuel oil/liter on the date of the Opening of price bid submission of the tender (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. In case of excess consumption of the fuel from the declared quantity, party has to bear the cost of excess fuel.</p>		
3	14	Clause No. 9 of section-I,	<p>4. TUG REQUIREMENT - II</p> <p>(A) The steady/sustained Bollard Pull of the Tug should be minimum 50/60 Ton BP as the case may be at 100% MCR at the time of delivery. Bollard Pull test certificate should be from an International Classification Society and certificate in original to be submitted to Deendayal Port Authority. Bollard pull test should not be older than six months at the time of deployment. The propulsion should be Steerable Rudder Propulsion or Voith Schneider System or ASD Propulsion.</p>	<p>Essence of requirement of DPA is to determine fuel consumption to achieve min 60 bollard pull duly certified by IRS /OEM documents and fuel consumption to achieve same. If the required Bollard Pull for a tug is being met at less than 100 pct MCR as allowed by IRS, then will the port consider fuel consumption at such MCR? Accepting same will ensure that DPA will get clear verifiable picture of actual fuel consumption to achieve required bollardpull of 60 tons.</p> <p>This process of restricting tug power to lower MCR to achieve required bollard pull has been allowed at DPA and all other major ports in other tenders</p>	<p>The fuel consumption for the derated main engines whould be accepted, meeting procedure followed as per DG Shipping circular for derating. For existing tugs OEM must provide a derated engine certificate specifying the specific fuel consumption details and engine capacity at revised 100% MCR of the derated engines. This de-rating must be witnessed by ROs approved by DG Shipping. The Bollard pull certificate at revised 100% MCR for the derated engine must be submitted to prove the BP capacity of tug at revised 100% MCR of derated engine. For Tug already under construction, the original main engine manufacturer must certify that derating of the engine is possible for the engines already ordered and the specific fuel consumption details for the proposed derated engine capacity i.e. at revised 100% MCR. It must specify the derated engine capacity at revised 100% MCR. The shipyard must undertake that the tug would deliver desired bollard pull i.e. 50T/60T @ 100% MCR of the derated engine capacity. For bidder proposing to be constructed tugs, must submit specific fuel consumption of the engines proposed at original 100% MCR from main engine OEM and no derating is allowed.</p>
4	29	Clause No.-4 of Section-III			
5	28 and 29	Clause No.-3 of Section-III	<p>3. Pilotage: The contractor shall provide efficient Pilotage Services for ships from anchorage to terminal and terminal to anchorage / open sea. The Pilot will stay on the ship from the anchorage till the time of berthing and /or till the time of reaching at anchorage / open sea. One of the pilot will also be the Terminal Operation Manager and liaise with the Deputy Conservator of Deendayal Port Authority.</p>	<p>Please clarify if DPA also requires pilotage services for this tender?</p>	<p>The condition stands deleted.</p>
6	30 and 34	Clause No.-4(E.) of section-III, Clause No.-16 of section-III	<p>16. AGE OF THE TUG: Less than 10 years as on date of deployment of tugs (as per original builder's certificate or Class certificate).</p>	<p>Since the date of mobilization can be variable it is better if DPA can clarify for e.g. all tugs built not earlier than 01st January 2016 for tugs to be deployed from Dec 2026. This will remove any possible differences in interpretations of the clause</p>	<p>The existing tug(s) which will be offered for the subject tender should not be completed 10 years of life as on 31/12/2026</p>

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7	32	Note after Clause No.-4(f) of section-III	Note: The new tugs should be built as per ASTDS latest Outlined Technical Specifications issued by Indian Ports Association from time to time.	Various clauses in ASTDS outline specifications are not aligned with latest changes in technologies. For e.g. engines with lesser power maybe able to deliver same BP at lesser fuel consumption. Ideally a tug meeting overall brief specifications of ASTDS guidelines of a tender and built in India which will achieve required bollard pull of 60 hp and ASD tug to be suitable for operation to assist ships in port should be considered as tug acceptable to participate in tender	Bidder should submit ASTDS compliance certificate issued by Ship Builder.
8	28	Clause No.-1(A) of section- III	A. TUGS Requirement • 02 tugs of 60 Tones Bollard Pull capacity and 02 tugs of 50 Tones Bollard Pull capacity and able to carry pollution control equipment and OSD spraying facility as required.	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
9	28	Clause No.-1(B) of Section-III	B. 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)	We will support all initiatives of DPA to permit operation of tug at any 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	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.
10	28	Clause No.-1(C) of Section-III	C. 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.	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 crew having previous experience to work on ASD harbour tugs at DPA and if there are no previous negative report about such crew than same crew can be allowed to join at tugs serving at DPA, all crew to be as per SMD regulation of India.	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.
11	82	Clause No.- III(2) of section- IV	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.	Tug operator has no control on underwater or floating object which obstruct operation or damage propeller. World wide, it is responsibility of port to provide operation in safe navigable waters. We appreciate confirmation that Port treating the tugs as Port tugs in these special circumstances. However, to remove the fouling or damage in drydock and to repair the propeller takes around 15 days and we request port to consider tugs to remain on hire for such a duration	Tender condition prevails

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12	33	Clause No.-4(M)-e of section-III	<p>(M) OPERATIONAL REQUIREMENT OF TUGS:</p> <p>The tug(s) shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at Kandla / Vadinar or any Port area AND CARRY OUT Rescue, Fire Fighting or Anti-Pollution if required by the Port. round the clock (24 hours a day) and throughout the contract period including but not limited to:</p> <p>(a) Berthing, un berthing and shifting of vessels in port</p> <p>(b) To stand by as fire float, Oil spill dispersant spraying boat, etc.</p> <p>(c) To assist in double banking by way of acting as docking tug</p> <p>(d) To maintain communication by VHF.</p> <p>(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.</p>	<p>We bring to your kind attention that operations outside port limits would entail requirement of coastal crew and incurring additional costs towards insurance and fitment of additional communication and navigational equipment.</p> <p>Further for operating in another port would also have additional cost impact towards Port dues, light house dues, agency charges etc.</p> <p>Considering the above costs and keeping in mind that the Port will have to comply with the MS Notice 11 of 2025 dated 10th October 2025 immediately, we believe this requirement can be removed from scope of the present tender. In future, should there be a requirement of designating another tug from the fleet as ETV, which is to be hired through this tender, we request additional costs to be borne by the Port on mutual agreement basis.</p> <p>Trust the above is in order and kindly confirm your acceptance.</p>	<p>The manning should be as per SMD issued by DG Shipping for operation within the Port limit. However, 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.</p>
13	79	Clause No.-7 of section-V	<p>7) TUG TO CARRY OUT ASSISTANCE TO ANY VESSEL OR ANTI- POLLUTION OPERATION IF REQUESTED BY THE PORT.</p> <p>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:</p> <p>(a) Berthing and un-berthing of vessels in port</p> <p>(b) To stand by as fire float, Oil spill dispersant spraying boat, etc.</p> <p>(c) To assist in double banking by way of acting as docking tug</p> <p>(d) To maintain communication by VHF.</p> <p>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.</p>	<p>Trust the above is in order and kindly confirm your acceptance.</p>	<p>Tender condition prevails</p>
14	34	Clause No.-15 of section-III	<p>15. ON HIRE/OFF HIRE SURVEY : Note: The new tugs should be built as per ASTDS latest Outlined Technical Specifications issued by Indian Ports Association from time to time. Bidder must be submitted an Undertaking on Rs. 300/- Non-judicial Stamp paper, to confirm the new offered tug is ASTDS compliance. In case any discrepancy / deviation from ASTDS guidelines noticed in newly offered Tug, bid will be rejected.</p>	<p>We understand that for Tugs under construction/ to be built the following documents must be submitted at the time of bid submission:- MOU / construction agreement with the shipyard is to be submitted by the bidder clearly stating the yard no., hull no., engine details and a firm timeline of tug delivery.</p> <p>- Approved GA Plan by the shipyard for the under construction/to</p>	

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15	81	Clause No.-II(3) of section-VI	II. GENERAL CONDITIONS: (3) For Tugs under construction/ to be constructed shall be based on the ASTDS requirements alongwith an Undertaking on Rs. 300/- Non- Judicial Stamp paper, to confirm the new offered tug is ASTDS compliance, in case of any discrepancy / deviation the bid will be rejected.	construction/ to be constructed Tugs. - Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load. - Undertaking from Shipyard that the tugs are constructed based on the ASTDS requirements in Rs. 300/- non judicial stamp paper. Kindly confirm.	Tender condition prevails
16	30	Clause No.-4(E.) of section-III,	(E) Broad details of tugs: External Fire Fighting System: Tugs should be of Fifi 1 class firefighting capability certified by Class society.	We draw your attention that as per ASTDS Specification Outline Technical Specification Rev. /30 Aug 2021 for 50 TBP Tug, the total capacity of FI-FI Pumps should be min. 1200 CUM. We therefore request the Port to amend the clause accordingly to allow the readily available tugs with 1200 CUM Fifi pump capacity to participate in the Tender.	Half Fifi required for 50T BP Tug and Full Fifi required for 60T BP Tugs
17	79	Clause No.-(8) of section-V	(8) DELIVERY PERIOD: The mobilization period within 18 months for new Tugs from the issue of the Letter of Acceptance Or Readily available tug should deploy in December'2026 or as per prior intimation letter issued by Dy. Conservator. 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.		Please refer to addendum for Front Runner - Tugs.
18	36	Clause No.-23 of section-III	23. DATE OF COMMENCEMENT: The mobilization period within 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. Or Readily available tug should deploy in December'2026 or as per prior intimation letter issued by Dy. Conservator.	We are of the opinion that the Tender must be equitable to all the Bidders and should specifically mention one particular delivery date applicable for all the Bidders. The tender with multiple delivery options would have multiple pricing and comparison of tenders will not be equitable. Keeping in this view, we request that the Port should keep one confirmed date for commencement for bidders irrespective of Bidders bidding with existing tugs or ASTDS Tugs. Bidders who wish to participate with ASTDS tugs must offer front runner tugs until ASTDS tug is delivered which is already specified in SOP for ASTDS Tugs and none of other Major Ports has stipulated varying delivery dates in their Tenders. Kindly consider the above.	The offered Tugs should be commissioned from :- 1) TUG No. 1 50T - 02/12/2026 2) TUG No.1 50T - 14/12/2026 3) TUG No. 1 60T - 19/12/2026 4) TUG No. 1 60T - 05/12/2026. Existing Tugs/Forerunner tugs must be delivered matching the scheduled delivery date and time as above. For Forerunner (initial substitute) Tug see the addendum
19	81	Clause No.-II of section- VI	II. 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/Maritime 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 for new Tugs from the issue of the Letter of Acceptance Or Readily available tug should deploy in December'2026. Also, its specifications will be submitted along with copy of the order.		Please refer to addendum for Front Runner - Tugs.
20	53	Form 8 of section-IV	Form-8 TENDERER'S UNDERTAKING: (2) We, undertake to supply the said Tug(s) as described in the specifications within 18 months after issue of Letter of Acceptance for ASTDS or for readily available tugs as per tender conditions.		

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21	82	Clause No.-III(2) of section-VI	<p>III. SPECIAL CONDITIONS:</p> <p>(2) 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.</p>	<p>1) We understand that downtime can be utilized for maintenance work or repairs or surveys or Drydocking. Kindly confirm.</p> <p>2) In line with one of your previous tug hiring tender (Tender No. 04/2018), we request Port to permit usage of 12 days of downtime at a stretch.</p> <p>Kindly consider</p>	<p>Considered, Maximum 12 days of downtime will be permitted at a stretch for one year.</p> <p>The clause No. 17 of Section-III(2) PERIOD OF HIRE AND TERMINATION OF CONTRACT & PENALTY: (penalty of 25% of the daily charges quoted by the contractor shall be levied per day or part thereof of failure from the 13th day till a substitute tug is provided).</p> <p>Remaining clause is unaltered.</p>
22	78	Clause No.-(5) of section-V	<p>(5) REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE</p> <p>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 suitable tug is required to be provided.</p>		
23	29	Clause No.-4(B) of section-III	<p>(B) Bolland Pull as declared by the Operator will be the Bolland Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bolland Pull will have to be maintained during the currency of the contract. The Bolland Pull test is mandatory after 5 years. In case of any dispute regarding the Bolland Pull of the tug, during intervening period, a fresh Bolland Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. The Bolland Pull test shall be at the cost of the contractor.</p>	<p>We request that if a fresh BP test is conducted at the request of the Port and the Tug successfully delivers required BP, then the Port should bear all the BP test related costs. Kindly consider.</p> <p>This clause was accepted in your recent tender (tender no. 05/2025) for 4 x 60 TBP Tug Tender.</p>	<p>Clause No. 4 (B) of Section-III (B) Bolland Pull as declared by the Operator will be the Bolland Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bolland Pull will have to be maintained during the currency of the contract. The Bolland Pull test is mandatory after 5 years. In case of any dispute regarding the Bolland Pull of the tug, during intervening period, a fresh Bolland Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. If the Bolland 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.</p>
24	30	Clause No.-4(E) of section-III	<p>(E) Broad details of tugs:</p> <p>Bolland Pull: BP certificate for minimum 60 Ton sustained Bolland Pull at 100% MCR as certified by the classification society and bolland 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.</p>	<p>Kindly add "in ahead direction" as follows:</p> <p>"Bolland Pull BP certificate for minimum 60 Ton sustained Bolland Pull at 100% MCR <u>In ahead direction</u> as certified by the classification society Our request is in line with the recently floated tender for 4 x 60 TBP Tug at HGCTPL at Tuna Tekra</p>	<p>Condition reproduced as under :- BP certificate for respective category Tugs required minimum 50 Ton & 60 Ton sustained Bolland Pull at 100% MCR in ahead direction as certified by the classification society and bolland 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 a Classification Society which is a member of IACS.</p>

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25	28	Clause No.-1(C.) of section-III	(C.) 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.	As per last Tender for Tuna Tekra, we understand that Clause K is applicable. Kindly confirm.	The clause No. 1(C.) of Section-III may replace and reproduce as under in line with the clause No. 4(K) of Section-III "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 in case of Master only and for other crew, approval of Engineer In-charge shall be required"
26	32	Clause No.-4 (K) of section-III	(K) 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 in case of Master only and for other crew, approval of Engineer In-charge shall be required.		
27	35	Clause No.-21 (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 (TENDER NO.03/2022), please replace the word "after opening of the Technical Bid" with "after last day of Technical bid submission". Kindly confirm.	Tender conditions prevails.
28	25	Clause No.-14 (b) of section-II	(14) PERFORMANCE SECURITY: b. 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 Nationalised/ 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.	1. We request that the Bidders should also be allowed to submit a Performance security in the Bank Guarantee mode for the entire amount equivalent to 10% of the Annual contract price. This option is given by all other Major Ports in their Tug hiring tenders. 2. We request you to delete subclause (i) as the amount of performance security will be derived from the individual bidders price for specific category of vessel i.e. 50t or 60 ton and it need not to be multiplied with number of tugs since one particular bidder may not be successful in securing all the tugs. 3. We request the Port provide at least 30 days for submission of Security deposit from the date of receipt of Letter of award. Kindly consider.	Tender conditions prevails.
29	67	Form-16 of section IV	'WHEREAS the contractor has agreed to deposit the performance security deposit @ 10% of annual contract price amounting to Rs. following manner for the due fulfillment of all the conditions of the contract. (a) 5% of Rs. paid in the form of Bank Guarantee/FDR/Insurance Surety Bond or Digital mode of payment, vide No., dated, issued by (to be submitted in 21 days of issue of LOA). (b) Balance 5% amount of Rs. to be recovered from the Running Accounts bills. i. The amount of performance security will be multiplied <u>as per the number of tugs</u> for which succeed in the bid.		

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30	25	Clause No.-14 (d) of section-II	Failure of the successful Bidder to comply with the requirements of (15.1) above (i.e. submission of 5% Performance Guarantee or Insurance Surety Bond within 21 days on receipt of L.O.A.) shall constitute sufficient grounds for cancellation of the award of work and forfeiture of the Bid Security (i.e. EMD)	There is no clause 15.1 in the tender. Hence, we understand that the Port is referring to clause 14.a. and 14.b. Kindly confirm.	The referred clause 15.1. may be read as Clause No. 14 (b) and remaining clause is unaltered
31	8	NIT- Bid Security/ EMD (INR) in Favour of:	Bid Security/ EMD (INR) In Favour of: Shall be made through Bank Guarantee drawn in favour of FA & CAO, Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham. OR Insurance Surety Bond for EMD as per Form XIV		
32	13	Clause No.- 2(ii) of section-I	(ii) EMD/Bid Security: EMD: Rs. 11,34,542/- per tug participation and same amount will be multiple for each tug participation and shall be made through Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham OR Insurance Surety Bond for EMD as per Form-XIV.		
33	44	Form-4 of section-IV	SPECIMEN EMD (Bank Guarantee Format) 17) EMD Clause: B) The E.M.D. up to Rs.5 Lacs be payable either by online transfer/digital mode in favour of Board of Deendayal Port Authority at Gandhidham. E.M.D. beyond Rs.5 Lacs be payable in the form of Bank Guarantee for the entire amount from any Nationalized Bank/Scheduled bank, having its branch at Gandhidham. Bank Guarantee submitted as E.M.D. shall be valid for 28 days beyond the validity of the bid/tender. Bank Guarantee shall be verified independently by the Port with the Bank before finalization of Technical Offer. In the event of lack of confirmation of issue of Bank Guarantee by the Bank, the Bid shall stands disqualified. OR bidder may submit Insurance Surety Bond	1. We request the Port to specify in whose favour the BG/Insurance Surety Bond should be issued to. 2. We understand that EMD should be encashable and enforceable at Gandhidham. Kindly confirm. 3. We request the Port to consider the submission of EMD in the form of online transfer/digital Mode/e-BG.	EMD/Bid Security: EMD: Rs. 22,69,084/- per tug participation and same amount will be multiple for each tug participation and shall be made through Bank Guarantee drawn in favour of Board of Deendayal Port Authority, Deendayal Port Authority, Gandhidham, from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Gandhidham OR Insurance Surety Bond for EMD as per Form-XIV. This amended clause shall supersede the existing clause, wherever they are in variance. For query No. 3 - Tender Condition prevails
34	26	Clause No.-17 (b) of section-II			
35	83	Clause No.- VIII(8) of section-VI	VIII. SPECIAL NOTE: 8)The sealed tender should be accompanied with an online transfer/digital mode/bank guarantee as specified in the NIT in favour of Deendayal Port Authority, Gandhidham towards Earnest Money Deposit. B.G. shall be of any nationalized/Scheduled Bank having its branch in Gandhidham. The amount of the E.M.D. will be refunded on execution of agreement and after depositing the Security Deposit as per the conditions of the tender. The bids without EMD and / or full details as called for in the tender are liable to be ignored/rejected.		
36	18 and 19	Clause No.-14 of section-I	14. The tenderer shall attach Scanned copy of pre-contract Integrity Agreement (as per Annexure-VI) is to be uploaded along with the bid. Original hard copy of Pre-Contract Integrity Pact Agreement shall be submitted by post or hand immediately after closing date of online E-tender failing which tender shall be considered irrelevant.	We understand that the hard copies are to be submitted to the office of Deputy Conservator immediately after closing date of online E-tender Kindly confirm.	The clause No. 14 of Section-I stands deleted.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
37	15	Clause No.-10 of section-I	10. 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 <u>within 7 days from the date of opening of Preliminary bid:-</u>		All documents should be submitted within 07 days from the date of opening of Preliminary Bid. This amended clause shall supersede the existing clause, wherever, they are in variance.
38	46	Form-6 of section-IV	(Form-6) EXCEPTIONS AND DEVIATIONS	We believe that exceptions and deviations are not allowed in this Tender as this would make bids conditional or non-committal.	
39	83	Clause No.-VIII(4) of section VI	VIII. SPECIAL NOTE: The contractor is at liberty to quote the rate for Tug which they consider suitable for the above port operations but with <u>permissible variations in main parameters and specifications</u> as stipulated in the terms and conditions of the tender.	Further, evaluation of such bids will be difficult. Additionally, clause 8 under Section VI states that the contractors who have made any deviations from the terms and conditions from the tender are also liable to be rejected. Hence, these clauses make Form – 6 redundant and we request the Port to delete the Form accordingly. Kindly consider	Tender condition prevails
40	83	Clause No.-VIII(8) of section VI	8. The tenders in which any deviation from the prescribed terms and conditions have been made by the contractor are also liable to be rejected. The EMD for all the bidders except L-1 & L-2 shall be refunded within 7 working days from opening of the price bid, except in cases where L-1 is found to be abnormally low. The EMD of L-1 & L-II shall be refunded after submission of contract agreement and performance BG by L-1		
41	20	Point No.-12 of INFORMATION AND INSTRUCTIONS FOR CONTRACTORS TENDERING	12. 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	The New Bill of Quantity attached under the corrigendum for quote the price of each tug per day.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
			<p>Price Bid Evaluation</p> <p>Price bids of those tenderers, Price bids of those tenderers, who have qualified technically, will be opened and daily charter rate for evaluation will be calculated as per the following:</p> <p>Basic Charter hire rates per day = X</p> <p>Y=Fuel consumption of Main engine at 100% MCR as per Shop Test. Fuel Oil consumption of DG set = Z litr/hour/DG Set.</p> <p>Daily Rate = $X + \left(\frac{6 \times 2 \times Y}{4} \right) + (12 \times 1 \times Z) \times C$</p> <p>Where C=Cost of fuel oil/liter on the date of the Opening of price bid submission of the tender (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 Tenderer 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. In case of excess consumption of the fuel from the declared quantity, party has to bear the cost of excess fuel.</p>	<p>1. Please include the following clause which was part of 3 x 60 TBP Tug tender (Tender no. 04/2018) floated by your good office clarifications: "Looking to the different fuel consumption at Kandla and Vadinar the average fuel consumption will be calculated separately for Kandla and Vadinar based on the actual deployment. First deployment of Tug to Kandla/Vadinar will be treated as first year for the purpose of calculation of Average Fuel Consumption of respective area."</p> <p>2. As your good self is aware, fuel consumption for normal harbour towage operations (at Kandla) will be different as compared to fuel consumption for Pull back operations (at Vadinar). Also, voyage fuel consumption will impact the average fuel consumption for that particular month. Hence, we request the Port to exclude the voyage fuel consumption from average fuel consumption calculations.</p> <p>Kindly consider.</p>	<p>1. Tender conditions prevails.</p> <p>2. Tug meant for Vadinar will be commissioned at Vadinar. Hence, question of excluding voyage fuel consumption from average fuel consumption calculations doesn't arise.</p>
42	14	Clause No. 9 of section-I,			
43	79	Clause No.-(9) of section-V	(9) Office space if available will be provided on chargeable basis subject to availability.	Since this is a long-term contract for a period of 10 years, we request the Port to provide Storage Space inside the Port. Kindly consider.	Storage space if available will also be provided on chargeable basis.
44			Additional Query	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 by-laws of the Deendayal Port Authority Act or otherwise.	Not considered.
45	5	NIT- Estimated contract value	<p>Estimated Contract Value (INR):</p> <p>Rs. 10.58 crores per tug/ per annum for 50 BP Tug</p> <p>Rs. 12.11 crores per tug /per annum for 60 BP Tug</p> <p>Total Estimated cost Rs. 453.82croresfor10 years.</p>	We understand that the Estimated Contract Value is exclusive of applicable GST. Kindly confirm.	Yes, the Estimate contract value is inclusive of all taxes & duties and exclusive GST.

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
46	6	Pre-Qualifying Criteria of NIT	<p>Similar works means "Owning/Hiring/Chartering with manning and operation of harbor tugs or any self-propelled floating crafts with 500 gross tonnage and above"</p>	<p>We own and operate 5 Nos. self-propelled floating craft which are above 500 Gross Tonnage. The above said vessels are deployed along with manning and operation for dredging works in major Indian Ports including but not limited to your esteemed port.</p> <p>We would like to submit registry certificate in our technical bid evaluation for the vessel owned by us having more than 500 GRT under similar work criteria.</p> <p>Kindly let us know if the same will be considered as a qualification under similar work criteria.</p>	<p>Tender condition prevails</p>
47	81	Clause No.-II of section-VI	<p>Tenderer should indicate with the supporting documents/general arrangement plan</p> <p>(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/Merchant 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 18 months for new Tugs from the issue of the Letter of Acceptance Or Readily available tug should deploy in December 2026. Also, its specifications will be submitted along with copy of the order.</p> <p>For existing Tug: The Bidders shall submit the following documents for Technical evaluation of Tugs</p> <p>(i) Valid Certificate of Registry at the time of bid submission</p> <p>(ii) Valid Certificate of Class with latest Annual Endorsement (IACS member only)</p> <p>(iii) Latest Bollard Pull Test Certificate (witnessed by IACS member only)</p> <p>(iv) GA plan</p> <p>(v) Engine Manufactures data/ Shop Test record in support of fuel consumption figures at 100% MCR or Full load</p> <p>(vi) Any other supporting document required as per Tender.</p> <p>(vii) All the documents shall be in English or else have them translated by an official translator of atleast a High Court in India / Embassy.</p> <p>(3) For Tugs under construction/ to be constructed shall be based on the ASTDS requirements alongwith an Undertaking on Rs. 300/- Nonjudicial Stamp paper, to confirm the new offered tug is ASTDS compliance, in case of any discrepancy / deviation the bid will be rejected.</p> <p>i) All necessary documents for newly offered ASTDS should be submitted like, Fuel @100% MCR issued by OEM, shop test certificate if not available than equivalent engine data will be considered for fuel average.</p>	<p>There should be parity and uniformity between existing tug and Newly Built Tug as it can affect financial evaluation due to technical parameter.</p> <p>Request you to kindly mandate ASTDS for both existing and new tug.</p>	<p>Tender condition prevails</p>

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
48	5 & 15	NIT - PQC & clause no. 10 (g) of Section-I	<p>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. 340.36 Lakhs Certified by Chartered Accountant along with Unique Document Identification Number (UDIN). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly.</p> <p>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).</p> <p>(i) Three similar completed works each costing not less than Rs.453.82 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly.</p> <p>OR</p> <p>(ii) Three similar completed works each costing not less than Rs.567.27 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly.</p> <p>OR</p> <p>(iii) Three similar completed works each costing not less than Rs.907.63 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly.</p>	<p>The annual hiring cost of a 50T bollard pull tug is estimated to be ₹10.58 Cr. Per Tug. And that of 60T Bollard pull tug is ₹12.11 Cr. The bidder is allowed to bid for one or all the tugs as per their capability. Therefore, as per the central procurement guideline (Update July-2022) we hereby request to kindly amend the clause as per above estimated values:</p>	<p>Tender conditions prevails. However, the clause corrected at Sr. No. 51</p>
49	14	Clause No. 9 of section-I,	<p>Price Bid Evaluation</p> <p>Price bids of those tenderers, who have qualified technically, will be opened and daily charter rate for evaluation will be calculated as per the following:</p> <p>Basic Charter hire rates per day = X</p> <p>Y=Fuel consumption of Main engine at 100% MCR as per Shop Test.</p> <p>Fuel Oil consumption of DG set = Z lit./hour/DG Set.</p> $\text{Daily Rate} = X + \frac{(6 \times 24 \times Y)}{4} + \frac{(12 \times 1 \times Z)}{2} \text{ C}$ <p>Where C=Cost of fuel oil/liter on the date of the Opening of price bid (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. In case of excess consumption of the fuel from the declared quantity, party has to bear the cost of excess fuel.</p>	<p>The fuel oil consumption of the Main Engine and DG sets are given by Manufacture usually in grams/kWhr which is also called SFOC.</p> <p>To convert the above SFOC into Liter/hour the same is to be multiplied by the Density of the Fuel which is Generally Constant as per the Fuel available in the port.</p> <p>We therefor request you to kindly mention the density of the fuel as constant for conversion of SFOC to Liters/Hour. Further we also request to clarify the reason for dividing $(6 \times 24 \times Y)$ by 4 and dividing $(12 \times 1 \times Z)$ by 2.</p>	<p>Fuel Density of IOCL Kandla to be considered at the day of opening of Price bid.</p>


Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
50			Engine Power	As mentioned in Point no.2 above, our understanding in that the bidder offering tugs which are not newly-built have not to comply ASTDS norms. To have a fair evaluation we hereby request to kindly specify the minimum engine power required for both i.e 50T Bollard-pull tugs and 60T Bollard-pull tugs.	For existing tugs, Bollard Pull shall be the criteria irrespective of engine power . However, for evaluation process fuel consumption will be considered at 100% MCR of main engine.
51	16	Clause No.-10(6) of section- I	i) Three similar completed works each costing not less than Rs.453.82 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly. OR ii) Three similar completed works each costing not less than Rs.567.27 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly. OR iii) Three similar completed works each costing not less than Rs.907.63 Lakhs (excluding GST). If tenderer is quoting for more than 01 tug, the same be multiplied accordingly.	We are of an opinion that there is a typographic error in similar-works criteria. Request you to kindly clarify / rectify the same.	The condition corrected and reproduce as under :- i) Three similar completed works each costing not less than Rs.453.82 Lakhs (excluding GST). OR ii) Two similar completed works each costing not less than Rs.567.27 Lakhs (excluding GST). OR iii) One similar completed works each costing not less than Rs.907.63 Lakhs (excluding GST). NOTE: If any bidder wish to participate more than 1 tug, than the experience will be multiplied accordingly. Example: For 02 Tugs the One similar work will be 1815.26 lakhs (Rs. 907.63 X 2 Tugs) Further it is to clarify that, an fresh Bill of Quantity (Price Bid) attached as Corrigendum to participate by bidder, in case if not participating in any Tug, the rate should be filled with "0" and the same will not consider for evaluation purpose. This amended clause shall supersede the existing clause, wherever, they are in variance.
52	43	Part-I, Form-III of section-IV	In Form-3 Furnishing Technical Specification of Offered Tugs: Fuel Cons. At 100% MCR Fuel Cons. At 90% MCR Fuel Cons. At 50% MCR No. of Crew Any Accident in last 5 yrs. Open Deck Space Other info. if any	Please note for new built vessel Engine manufacturer will provide Fuel Consumption capacity on 100% MCR only. Fuel consumption at 90% and 50% will be calculated accordingly and it will be estimated. Request you to kindly confirm the same.	Tender condition prevails

Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
53	6	Clause No.-5 (Pre-Qualifying Criteria) of NIT	5. Ownership of tugs Tenderer should either own the tug or be in possession by way of a legally enforceable lease agreement/ letter of authority for a tug under construction. The copies of agreement/lease/letter of authority to be submitted in case the tenderer does not own the tug at the time of submission of tender, otherwise bid will be rejected.	We hereby request authority to allow Letter of Authority/ MOU with the Shipyard in case the tenderer does not own the tug at the time of submission of tender	Considered, and reproduce as under :- Tenderer should either own the tug or be in possession by way of a legally enforceable lease agreement/ letter of authority/MOU for a tug under construction. The copies of agreement/ lease/letter of authority /MOU to be submitted in case the tenderer does not own the tug at the time of submission of tender, otherwise bid will be rejected.
54	2	NIT	LAST DATE & TIME FOR RECEIPT OF BIDS: 10/12/2025	Request you to kindly extend Last Date of Bid Submission 24/12/2025.	Considered, sufficient time shall be given after uploading the Pre-Bid Clarifications on website.
55	14	Clause No.-6 of section-I	6. The hard copies of tenders documents with Tender Fees & EMD sent by post should also reach within 7 days from the date of opening of Preliminary Bid.	copies of tender, pre-biff rely, corrigendum (if any), EMD, Tender fees, IP agreement except Price bid are to be submitted within 7 days from the Last date of Online submission - Kindly confirm	All documents should be submitted within 07 days from the date of opening of Preliminary Bid. This amended clause shall supersede the existing clause, wherever, they are in variance.
56	25	Clause No.-14 of section-II	14. Performance security b. 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.	What Are documents bidder has to submit.	Tender condition prevails
57	34	Clause No.-15 of section-III	15. ON HIRE/OFF HIRE SURVEY : The cost of ROB at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL.	PLS advise when will the cost of ROB fuel be reimbursed? We request that DPA considers to reimburse the same at the end of 1st month of deployment of tugs	Tender condition prevails
58	35	Clause No.-18 of section-III	18. REGISTRATION : Should have under the Merchant Shipping Act,1958 or RSV - (Type-IV).	As the vessel is going to be operating within port limits of DPA request to consider RSV Type 1 registration as well	Tender condition prevails


Sr. No.	Page No.	Clause No.	Tender Clause	Pre-bid Queries	Pre-bid clarifications
59	32	Clause No.-4(G) of section-III	(G) The Tugs are required to operate round the clock for meeting the operational requirements at Tuna/Tekra Dry Bulk Terminal 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.	Please Clarify: If the operations are specifically mentioned in the scope of work and the tug is unable to perform them, then the Port deduct the hire charges. Further, please confirm that the Port is not allowed to deduct hire charges for operations which are not mentioned in the scope of work.	Tender condition prevails
60	34	Clause No.-17 of section-III	17. PERIOD OF HIRE AND TERMINATION OF CONTRACT & PENALTY: 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.	Please give us 3 months' notice for finding us another employment.	Tender condition prevails

ADDENDUM

1	36	Addendum to clause no. 23 of section-III	Forerunner Tug (Initial Substitute Tug) : In case of bidder is offering "To be build or an underconstruction ASTDS compliant Tug", contractor must provide an Indian flag Forerunner Tug with required BP & specifications till new under construction ASTDS tug is provided within 18 months from the date of issue of LOA. However, the Front Runner tug should never cross the age of 20 years during its deployment, failing which penalty as per clause no. 23 of Section-III will be applicable.
		(i)	The Daily hire rate for Forerunner Indian Flag Tug shall be fixed at 75% of the quoted rate in BOQ (Price bid)
		(ii)	The specifications of offered forerunner tug should be matched with the required specifications of existing tug as mentioned in Tender & pre-bid clarifications, etc. Bidder has to submit necessary ownership documents or Charter agreement with the tug owner (in case charter) and also submit all required details and documents as per requirement of tender at the time of submission of bid, otherwise bid will be rejected.
		(iii)	In case of Forerunner Tug, the tender evaluation will however be carried out with the submitted details & specification of Main offered Tug.

H.M. 


T.M.


Dy. Conservator


FA & CAO