

Name of the work: "OPERATION & MAINTENANCE OF EXISTING CARGO BERTHS 09 AND 10 (FROM PANEL NO. 69 TO END OF BERTH NO.10) FOR CARRYING OUT CARGO HANDLING OPERATIONS BY DEPLOYING HARBOUR MOBILE CRANES (MINIMUM HMCS 1+1 NOS.) AND OTHER ASSOCIATED EQUIPMENT INCLUDING MANAGEMENT AND MARKETING."

Tender Notice No. HD-02/2026

Pre-BID meeting date: 27.02.2026

Pre-BID Clarification

Sr. No.	Clause No/Para No.	Pre BID Queries	Clarification
1.	-	Whether priority berth hire charges is applicable for Contractor-nominated vessels and if applicable, will it be reimbursed to the Contractor.	It is to state that, as per the Tender, the berth (CB-09&10) is being provided to the Contractor for operation, deployment of HMC cranes along with all equipment required for fulfilling all obligations as per tender and Marketing, therefore, priority berth hire charges will not be applicable for contractor-nominated vessels.
2.	-	Post completion of the contract period, whether the Contractor will be allowed to relocate and/or utilize the deployed cranes at other berths within DPA	It is to clarify that, Post completion of the contract period, the contractor may be allowed to relocate and/or utilize the deployed cranes at other berths, as per provision/rules/regulations/SOR of DPA applicable at that time.
3.	Condition- III of Clause -2 of Part – IV (PREAMBLE TO BILL OF QUANTITIES – BOQ)	Total Vessel B/L quantity is required to be paid in advance based on the HMC Scheduled base Rates cargo. Further, Deendayal Port Authority shall make payment back to the contractor based on the contractor's quoted percentage (%) rate, irrespective of the mode of loading or unloading adopted by the contractor, whether through its own HMC, DPA HMC, or ship's crane.	Tender Condition: Condition- III,IV of Clause -2 of Part – IV (PREAMBLE TO BILL OF QUANTITIES – BOQ) and k(5) of Part-III (Annexure-A of Addendum-I) holds Good.
4.	Condition- III of Clause -2 of Part – IV (PREAMBLE	the HMC base rate, along with the applicable 2% escalation yearly, shall be considered. Accordingly, there shall be no	Refer Tender Condition: Condition- III of Clause -2 of Part – IV (PREAMBLE TO BILL OF QUANTITIES – BOQ).

	TO BILL OF QUANTITIES – BOQ).	increase or penalty applicable due to any increase or decrease in HMC tonnage output rate.	
5	Para 24 of Part II at Page 20 and Para 2 of Part IV at Page 36.	<p>a) As the terms of said tender Operation, maintenance, handling cargo, management and marketing work has to be done by bidder and also, he has to pay charges like handling charges, berth hire charges, wharfage etc. in advance to DPA. And, in turn he gets only certain percent of royalty only on the HMCs tariff. In this regard, we request you provide explanatory working showing how much money a successful bidder will get as his share of royalty on handling of 4.00 MMT including various payments.</p> <p>b) Since, DPA collects on the basis of prevailing SOR, the royalty to successful bidder shall also be paid on % increase of SOR prevailing on the date of Bidding.</p>	<p>a) The amount/money a successful bidder get as his share of royalty on handling of Cargoes will depend on the type of cargo handled, discharge rates, etc, hence cannot be calculated at this stage. However, for clarity, an example is given as under:</p> <p>Say,</p> <p>(i) The Contractor has handled the Cargo as under on the third year of the contract:</p> <p>a) Salt = 'X' Metric Tonne with Average daily crane performance of 15506 MT from foreign vessels. b) Thermal Coal = 'Y' MT with Average daily crane performance of 14498 MT from foreign vessels. c) Timber logs = 'Z' MT with Average daily crane performance of 3175 MT from foreign vessels.</p> <p>(ii) The contractor quoted % of Royalty = A% (i.e A% of Royalty DPA pays to contractor on the SOR Rate (with 2% annual escalation)</p> <p>Royalty payable by DPA to Contractor = $A\% \times \{[SOR \text{ Rate of HMC of actual cargo handled for that particular year} \times \text{Cargo Volume handled in Metric Tons}]\} \times \text{Fixed 2\% annual escalation (i.e. } (1.02)^{(n-1)}$, where, n = number of year at the end of which calculation is done.</p>

			<p>= A% x [{64.71 x 'X'} +{ 68.08 x 'Y'} + {313.53 x 'Z'}] x (1.02)^(3-1).</p> <p>Note:</p> <p>(i) The above calculation is shown for one year, however, as per tender condition the Royalty will be payable to the Contractor on monthly basis upon raising of the invoice by the contractor.</p> <p>(ii) Apart from above the contractor/vessel agent shall make other payment as per Tender Condition.</p> <p>b) Refer Tender Condition: Condition- III of Clause -2 of Part – IV (PREAMBLE TO BILL OF QUANTITIES – BOQ).</p>
6	Para 2(b) of Part-III at Page 26.	Back area, Storage area etc. are integral part of Cargo Handling Facility, therefore, this should be excluded from any charges and should be provided without any cost to successful bidder for efficient cargo handling.	Para 2(c) of Part-III of Annexure-A of Addendum -I holds good.
7	Para 2 (c) of Part-III at Page 26	Para 2 (c) of Part-III seems to be applicable to all the operators of all the berths.	Para 2(d) of Part-III of Annexure-A of Addendum -I holds good.
8	Para 2(f) of Part -III at Page 27.	Please provide list of common user facilities available to Bidder.	<p>Para 2(g) of Part-III of Annexure-A of Addendum -I holds good</p> <p>Common user facilities such as Covered storage, Road, Rail, Gates etc shall be provided as per availability on chargeable basis. Further, it is to state that the designated Infrastructure/ area shall be inspected before Handing over and after the completion of the contract, and the cost of any damage/settlement in the Infrastructure/area shall be recovered by the Contractor.</p>

9	Para 3(7) of Part III at Page 31.	<p>The bidder should have a valid Custom House Agent. This 'pre-qualification criteria' seems to be irrelevant for the said tender and is requested to be removed.</p> <p>However, CHA will be appointed by contractor on advise of cargo</p>	The condition has already been removed vide addendum -1.
10	Para 3(11) of Part III at Page 31.	<p>Para 3 (11) of part -III The Bidder must submit PAN & Income Tax Returns of preceding three years.</p> <p>Bidder must submit Income Tax returns of preceding three years or mere Income Tax return Acknowledgment will suffice. This may be clarified.</p>	It is to clarify that the bidder must submit ITR of preceding three years.
11	Para 4(a) of Part III at Page 32.	<p>The Old Harbour Mobile cranes duly certified by Chartered Engineer should be allowed to deploy for the said tender having contract. It would not be financially viable to deploy two new cranes for such a short period of 5 years. The condition of availability of the crane(s) at any time would be sufficient.</p>	<p>Clause 4 (a) Part -III (Addendum-1) is modified as under:</p> <p>Harbour Mobile Cranes of 120 MT to be installed:</p> <p>The old Harbour Mobile Cranes (i.e well Maintained, in sound working condition, with prescribed technical specifications, and compliance with all applicable safety and statutory requirements, duly certified by Chartered Engineer) has to be Supplied, Installed, Tested, and recommissioned within 4 (four) months from the date of issue of Work Order. A valid certificate from a Chartered Engineer certifying the crane, worthiness is required to be furnished before the deployment of the cranes.</p> <p>In case, the bidder intends to supply new Harbour Mobile Cranes, the same is to be Installed, Tested, and Commissioned within 9 (nine)</p>

			<p>months from the date of issue of Work Order. The Bidder shall arrange to supply, install, test & commission the Cranes within the stipulated period.</p> <p>The Bidder shall submit the documentary evidence such as relevant certificates from DG FASLI and all other statutory bodies towards the readiness of the HMCs for commencing the operation.</p> <p>The Contractor shall diligently make sure that the operations commence on or before 4 (four) months from the date of receipt of Work Order in case of deployment Old Cranes as per above. In case of deployment of New Cranes, the Contractor shall diligently make sure that the operations commence on or before 09 (Nine) months from the date of receipt of Work Order.</p> <p>Till the Contractor commences operations, DPA will operate the Terminal for its regular cargo operations and for which the Contractor shall not claim any amounts from DPA.</p> <p>Clause 4 (g) Part -III (Addendum -1) is modified as under:</p> <p>Details of Harbour Mobile Cranes to be installed as a part of Project:</p> <p>The Harbour Mobile Cranes to be deployed shall meet the following requirements:</p> <ul style="list-style-type: none">a) Maximum reach (Greater than) \geq 48 mtrs.b) Lifting Capacity of the Crane equal to 120 T.
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			<p>c) Load bearing capacity of Quay should not exceed 5 T/m². The Pad Size of cranes should be 6x2m.</p> <p>d) Condition of the Crane: Well Maintained, in sound working condition, with prescribed technical specifications, and compliance with all applicable safety and statutory requirements, duly certified by Chartered Engineer.</p> <p>e) Deployment of Make and Model: As per above requirement (LHM 400 will not be allowed).</p>
12	Para 4 (h) of Part -III at page 34.	<p>Para 4 (h) of Part -III (Flexibility in operation)</p> <p>The Cargo / vessel will be handled by the contractor, therefore , the cargo Handled at these berths should be counted towards MGT for the Contractor</p>	Kindly refer to already issued Addendum -1, which hold good.
13	Para 4 (i) (e) of part III at Page 34.	<p>Deployment of Liebherr Make and Model: LHM 400 shall not be allowed.</p> <p>This appears to be against the fair competition and this clause may be deleted. Also, the reasons why such cranes are not allowed should be clarified.</p>	As per Sr. No. 11 above.
14	Para 3 of Part-VI at page 38.	The bidders shall note that currently DPA is undertaking the work of retrofitting of Berth No.10 (Panel No.77 to Panel No.85). Therefore, the Contractor (Successful Bidder) will be given the suitable berth length for carrying out operations as per availability and the convenience of DPA, without hindering the proposed retrofitting work.	<p>Para 3 of Part VI (Special Conditions of Contract) is modified as under:</p> <p>Date of Commencement of Work:</p> <p>The date of commencement of work will be on or before 4 (four) months from the date of receipt of Work Order or completion of retrofitting work at CB-10 whichever is later.</p>

		It is assumed that "Retrofitting work" will not affect the period of contract. In case, it affects the period of contract, the MGT should be reduced proportionately.	
15	Para 3 of Part-VI at page 42.	<p>The date of commencement of work will be 4 (four) months from the date of receipt of Work Order.</p> <p>As Retrofitting work of Berth No. 10 (Panel No.77 to Panel No.85) is under process, it is suggested that the date of commencement of work should be after completion of retrofitting work.</p>	As per Sr. No. 14 above.
16	Para 9 of Part - VI at Page 41.	<p>Liquidated damages of 1% shall be levied for every shortfall of 10% in the performance standards for each of the commodity group separately. The liquidated damages so collected shall be paid to the Port Authority. The Contractor shall be responsible and make Good of any demurrages/damages/penalties claimed by the Vessel owner/Agents/Port users towards the default of the contractor.</p> <p>This should be on total cargo handled and not on the each cargo / indicative norms. Since, Contractor has to meet criteria of 4.5 MMT MGT, therefore, this clause should be deleted.</p>	Refer Sr. No. 24 of Addendum-1, which hold good.
17	Para 11 of Part-VI at Page 41.	<p>11. Payment Terms: The payment to the Contractor shall be carried out by DPA and will be made as per the following terms: The contractor shall be paid for the overall comprehensive services rendered by them on monthly tonnage basis i.e., the amount quoted% royalty per ton</p>	Refer Sr. No. 5 of Addendum-1, which holds good.

		for carrying out the subject work in the BOQ shall be taken for evaluation purpose to arrive at the Lowest (L1) bidder. The procedure holds good except that the payment should be released within 7 days of submission of Bill failing which interest at applicable rate will be paid. Also, immediate payment of 90% of on account may be considered.	
18	-	During the period of contract DPA should be responsible to provide draft of 14.5 m below CD.	Tender Condition Clause -1 of Part – III (Annexure-A of Addendum-1) holds good.
19	-	Force majeure clause should be applied during the contract period.	Tender Condition Part – VI (17(e)) holds good.
20	-	As DPA has already taken a comprehensive insurance policy covering the cargo berths, including Berth Nos. 9 and 10, we respectfully request that the contractor be permitted to avail coverage under the same policy. The Contractor shall not be responsible for any loss to infrastructure, as the Contractor scope of work is limited to Cargo	Necessary correction related to Insurance has already been provided at Sr. No. 29 of Addendum -1. However, any damage to the DPA infrastructure due to mishandling by the contractor, shall have to be rectified immediately by the contractor at its own cost.
21	-	We have earlier participated for earlier tender will obtaining Security Clearance, will the same Security Clearance Suffice.	No security clearance is necessary for the subject Tender.

Reference to subject Tender, the following dates have been rescheduled:

SrNo.	Particulars	Scheduled Date & Time	Amended Date & Time
1.	Bid Submission End Date/Bid Due Date	27/02/2026 @15:00 Hrs	27/04/2026 @15:00 Hrs
2	Tender Opening Date	27/02/2025 @16:00 Hrs.	27/04/2025 @16:00 Hrs.

