DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1548/GTTPtugs/2024

TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Corrigendum-7

Date :- 17.03.2025

With the approval of Competent Authority, it has been decided to extend the pre-bid meeting date. Accordingly, rescheduled dates are as below:

Rescheduled Event Description and Date: -

1. Last date and time of submission of Bid: - **15.00 hrs. on 25.03.2025**
2. Date and time of opening of Bid: - **15.30 hrs. on 25.03.2025**
3. Bid Document Downloading End Date: - **25.03.2025**
4. Last Date & Time for Receipt of Bids: - **25.03.2025 up to 15.00 Hrs.**

All other conditions shall remain unaltered.

17/03/25
समुद्री अभियंता श्रेणी-1
दीनदयाल पत्तन प्राधिकरण
Marine Engineer Gr-I
Deendayal Port Authority

Corrigendum -06 "Clarifications to Pre-Bid Queries at Sr. no. 159 & 160"

Pre-bid Meeting held on 21.01.2025 at 1600 hrs in New Board Room, A O Building at Gandhidham, for Tender No. CME/Mech.Division/1548/GTTPtugs/2024

Tender for: CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
159	NIT	5	As per Office Memorandum, No. F/1/1/2022-PPD dated 2nd Feb, 2022 issued by Ministry of Finance, Govt. of India wherein Insurance Surety Bonds have been included as Security Instrument. Followed the instructions Various Indian ports have introduced the option of using an Insurance Surety Bond for bid security & performance security. We kindly request that you consider introducing the provision for an Insurance Surety Bond apart from online payment mode, or Bank Guarantee for bid security in this tender as well. The tenderer respectfully requests DPA to include the 'Insurance Surety Bond' as a financial instrument for the work, it will help us to quote a lower-price bid.	**Insurance Surety Bond shall also be acceptable for EMD, to be submitted as per format attached as FORM-23A**
160	Corrigendum -02, Clause No Para - A 18, 5 of Section-5	17	The performance security can also be borne through Insurance Surety Bond as a financial instrument like bank guarantee.	**Insurance Surety Bond shall also be acceptable for Performance Security, to be submitted as per format attached as FORM-8A**

DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1548/GTTPtugs/2024

TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Corrigendum-5

Date:- 07.03.2025

With the approval of Competent Authority followings were decided:

Extend the last Bid submission date and rescheduled dates are as below:

Rescheduled Event Description and Date: -

1. Last date and time of submission of Bid: - **15.00 hrs. on 17.03.2025**
2. Date and time of opening of Bid: - **15.30 hrs. on 17.03.2025**
3. Bid Document Downloading End Date: - **17.03.2025**
4. Last Date & Time for Receipt of Bids: - **17.03.2025 up to 15.00 Hrs.**

All other conditions shall remain unaltered.

FORM- 8 A

FORMAT FOR INSURANCE SURETY BOND FOR PERFORMANCE GUARANTEE

(To be execute on Non-Judicial Stamp paper of appropriate value)

(Insurance Surety Bond No .....)

Date.....

(Name of the Contract)

To:
The Board of Authorities of
the Port of Kandla,
Deendayal Port Authority
A.O. Building, P.O.
Box No. 50,
Gandhidham –
Kutch.

Dear Sirs,

In consideration of the Board of Deendayal Port Authority of the Port of DEENDAYAL PORT AUTHORITY (hereinafter called " The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Deendayal Port Authority of the Port of [DEENDAYAL PORT AUTHORITY], its successors and assigns) having awarded to M/s *[Contractor's Name]*..... with its Registered/Head Office at .....(hereinafter referred to as the 'Contractor', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Employer's Letter of Acceptance No. ..... dated.....and the same having been acknowledged by the Contractor, for …… [Contract sum in figures and words] for ……... *[Name of the work]* and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to ……..(*).....of the said value of the aforesaid work under the Contract to the Employer.

We .....*[Name & Address of the Insurance Company]* ..'..... having its Head Office at ..... (hereinafter referred to as the 'Surety', which expression shall, unless repugnant to the context of meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Employer, on demand any and all monies payable by the Contractor to the extent of ..... (*) ..... as aforesaid at any time upto ..... (@) ..... *[days/month/year]* without any demur, reservation, contest, recourse or protest and/or without any reference to the Contractor. Any such demand made by the Employer on the Insurance Company shall be conclusive and binding notwithstanding any difference between the Employer and the Contractor or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Surety undertakes not to revoke this guarantee during its currency without previous consent of the Employer and further agrees that the guarantees herein contained shall continue to be enforceable till the Employer discharges this guarantee or till.....*[days/month/year]* whichever is earlier.

The Employer shall have the fullest liberty, without affecting in any way the liability of the Insurance company under this guarantee, from time to time to extend the time for performance of the Contract by the Contractor. The Employer shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the

Contractor, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Employer and the Contractor or any other course or remedy or security available to the Employer. The Insurance company shall not be released of its obligations under these presents by any exercise by the Employer of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Employer or any other indulgence shown by the Employer or by any other matter or thing whatsoever which under law would, but for this provision have the effect of relieving the Insurance Company.

The Surety declares that this Insurance Surety Bond is issued by the ..... **(name of Insurance Company) as per applicable rules and regulations of insurance regulatory development authority of India (IRDAI), and** also agrees that the Employer at its option shall be entitled to enforce this Guarantee against the Insurance Company as a principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee the Employer may have in relation to the Contractor's liabilities.

i) Our liability under this Insurance Surety Bond shall not exceed ……(*)……

ii) This Insurance Surety Bond shall be valid up to ……..(+)……..

iii) We are liable to pay the guaranteed amount or any part thereof under this Insurance Surety Bond only and only if Employer serve upon Insurance Company a written claim or demand on or before ……..@.....

Dated this .....day of ..... 20..... at.....

WITNESS	**Signed for and on behalf of the Insurance Company**
1.	.....
(Signature)	(Signature)
.....	.....
(Name)	(Name)

Notes:

1. (*) This sum shall be **Five percent (5%)** of the accepted tender annual value for minimum validity period of 03 years before signing the agreement denominated in the types and proportions of currencies.

   (@) This date will be ninety (90) days, claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee.

   (+) This date will be the date of issue of defect liability Certificate.

2. Insurance Surety Bond should be executed on appropriate stamp paper of requisite value, such stamp paper should be purchased in the name of Issuing Insurance Company, not more than six (6) months prior to execution / issuance of Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Stamp. Insurance Surety Bond should contain rubber stamp of the authorized signatory of the Insurance Company indicating the name, designation and signature/ power of attorney number as well as telephone numbers / e-Mail Id with full correspondence address of the Insurance Company.

In case the same is issued by an International Insurance Company (it should be registered under Insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)), the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond.

However, in such a case, the Insurance Surety Bond shall be got confirmed through any Indian Scheduled/Nationalized Insurance Company.

3. Insurance Surety Bond is required to be submitted directly to the Employer by the issuing Insurance Company (on behalf of Contractor) under registered post (A.D.). The Contractor can submit an advance copy of Insurance Surety Bond to the Engineer.

4. The issuing Insurance Company shall write the name of Insurance Company's controlling branch/ Head Office along with contact details like telephone no., e-Mail Id and full correspondence address in order to get the confirmation of Insurance Surety Bond from that branch/ Head office, if so required.

FORM – 23 A

Format of Insurance Surety Bond for Earnest Money Deposit

(To be executed on Non-Judicial Stamp Paper of Appropriate value)

Insurance Surety Bond No.....

Date:.....

(Name of Contract)

To: (Name and address of Employer)

WHEREAS (name of Bidder) (hereinafter called "the Bidder") has submitted its Bid dated (date of bid) for the performance of the above named Contract (hereinafter called "the Bid")

KNOW ALL PERSONS by these present that We (name of Insurance Company) of.....KNOW ALL PERSONS by these present that We (name of Insurance Company) of..... (address of Insurance Company) (hereinafter called "the Surety"), are bound unto the Board of Deendayal Port Authority (hereinafter called "the Employer") for the sum of. (amount), for which payment well and truly to be made to the said Employer, the Surety binds itself, its successors and assigns by these presents.

THE CONDITIONS of this obligation are as follows:

1. If the Bidder (a) withdraws or modifies its Bid during the period of bid validity, or (b) adopts corrupt or collusive or coercive or fraudulent practices or defaults under Integrity Pact.

2. If the Bidder, having been notified of the acceptance of its Bid by the Employer during the period of bid validity.

   (a) fails or refuses to sign the Contract Agreement when required, or
   (b) fails or refuses to submit the performance security in accordance with the Tender Documents.

We undertake to pay to the Employer up to the above amount upon receipt of its first written demand, without the Employer having to substantiate its demand, provided that in its demand the Employer will mention that the amount claimed by it is due, owing to the occurrence of one or both of the two above-named CONDITIONS, and specifying the occurred condition or conditions.

The Surety declares that this Insurance Surety Bond is issued by the .....(name of Insurance Company) as per the applicable rules and regulations of Insurance Regulatory Development Authority of India (IRDAI).

This Insurance Surety Bond will remain in force up to and including (date 90 days after the period of bid validity), and any demand in respect thereof must reach the Surety not later than the above date.

For and on behalf of the Insurance Company

_____

in the capacity of

_____

Common Seal of the Insurance Company with complete address including Tel. Nos./e-Mail Id.

Staff Authority No. of the officer of the Insurance Company/Signatory

INSTRUCTIONS FOR EXECUTION OF INSURANCE SURETY BOND FOR EANEST MONEY DEPOSIT

1. Insurance Surety Bond for Earnest Money Deposit should be executed on non-judicial Stamp papers of requisite value in accordance with the stamp Act if applicable to that particular state of Indian Union country of executing Insurance Company, where executed. In case the same is issued by an International Insurance Company (it should be registered under insurance Act 1938 or as amended from time to time and approved by the Insurance Regulatory Development Authority of India (IRDAI)) the law prevalent in the country of execution shall prevail for the purpose of Stamp Duty on the Insurance Surety Bond. However, in such a case, the Insurance Surety Bond for Earnest Money Deposit shall be got confirmed by the Bidder through any Indian Scheduled/Nationalized Insurance Company.
2. The executing officers of the Insurance Surety Bond for Earnest Money/Bid Security shall clearly indicate in (block letters) his name, designation, Power of Attorney No./Signing Power No. as well as telephone/ fax numbers with full correspondence address of the issuing Guarantee etc.
3. Each page of the Insurance Surety Bond for Earnest Money Deposit shall be duty signed/initialled by the executing officers and the last page shall be signed in full, indicating the particulars as aforesaid (sub-para 2) under the seal of the Insurance Company
4. Stamp paper shall be purchased in the name of Insurance Company counting the Insurance Surety Bond, after the date 'Notice Inviting Tender', not more than six months prior to execution/issuance of the Insurance Surety Bond. The name of the purchaser should appear at the back side of stamp paper in the Vendors Sing. The issuing insurance Company shall be requested independently for verification/confirmation of the Insurance Surety Bond issued, non-confirmation of which may lead to rejection of 'Insurance Surety Bond'.

5. Irrevocable, valid and fully enforceable Insurance Surety Bond in favour of the Employer (Name of Employer) issued by any Insurance Company registered under insurance Ac amended from time to time and approved by the insurance Regulatory Development Authority of India (IRDA) in Indian currency (INR) only is acceptable to the Employer.
6. Insurance Surety and for Bid security in original shall be submitted along with the Bid. However, the issuing Insurance Company shall submit an unstamped duplicate copy of Insurance Surety Bond directly by registered post (A.D.) to the Employer (authority inviting tenders) with forwarding letter.

Corrigendum -04 "Clarifications to Pre-Bid Queries"

Clarifications to Pre-Bid Queries

Pre-bid Meeting held on 21.01.2025 at 1600 hrs in New Board Room, A O Building at Gandhidham, for Tender No. CME/Mech.Division/1548/GTTPtugs/2024

Tender for: CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
1	NIT	8	We have been diligently working on preparing our proposal, but due to a need for more time to ensure the quality of our submission, we find that we will need a bit more time to finalize our offer to ensure that it fully meets your requirements	**The last date of Bid submission extended up to :- 07.03.2025**
2	NIT	8	In light of the above, we would like to request an extension of offer submission due date / timeline till 10.02.2025 till 1200Hrs. We believe this extension will allow us to submit a more complete and accurate proposal that meets your expectations.	**Please Refer Sr. No 1 reply above.**
3	NIT and Clause No 13 of Section -1	8 & 21	We request you to facilitate VC/ Hybrid mode option for pre-bid meeting scheduled on 10 Jan 25 enabling participation of Bidder. In case, if same is not possible, we would like to propose having our technology partner from Gujarat attend the meeting in person to represent us.	**Online VC link shared.**
4	NIT: Pre-Qualifying Criteria	5	Request to include experience of Shipbuilding & Ship repairs with suitable tie-ups also under "Similar Works" category for wider participation of bidders and enabling shipyards also eligible to participate in the tender.	**Tender Conditions Holds Good.**
5	NIT: Pre-Qualifying Criteria	6	It is requested to amend the clause as "The Bidder should be in business of charting/hiring/building / repairing / management of crafts/port operations with Tugs services" for enabling Shipyards also to participate in the tender.	**Tender Conditions Holds Good.**
6	Corrigendum -02, Clause No Para - A17 (1.2) of Section-4	4	The Bidder in collaboration with our technology partners has developed design for e-Tugs and accordingly our General and Technical Specification has been submitted to IPA / MoPSW / IRS towards obtaining GTTP Compliant Certificate for the same. Approval / GTTP certification is expected shortly. View above, it is requested that Bidder' s e-Tug design / specification also be considered for the current tender.	**Tender Conditions Holds Good.**
7	Annexure A& B Clause No. 869	57	Mentioning of 2 different cells (LTO & NMC Cells) having huge price variations needs consideration and therefore it is recommended that in place of mentioning cell chemistry, major core ESS parameters viz. battery duration / cycles and battery safety aspects be indicated.	**Design aspect for Propulsion power, Battery capacity & Chemistry, Charger & Charging infrastructure, Thrusters capacities, Drive Motors Power shall be in the scope of the bidder to fulfil the tender requirements. ESS shall be capable to cater the operating profile (Annexure-I) of DPA without the use of DG or to cater the energy requirement for minimum 30 minutes of Full Bollard Pull of the Tug without the use of DG, whichever is higher.**
8	Corrigendum -02, Clause No Para - A (17), 11.2 (ii) of Section-4	21	Charging Infrastructure. There is no mention about Charging Infrastructure in the Tender document. In order to have comprehensive and reliable solution for electric tugs, the following are recommended to be included: (a) Specifications of the Charger and the Charging infrastructure. (b) Specifications / requirement of Interface protocols which supports efficient communication between Charger and tugs BMS	**GTTP Battery Electric Tug and Charger shall be in the scope of contractor including all the required arrangements, infrastructures, safety devices & accessories, installation and maintenance thereof for complete period of contract of GTTP Tug. DPA will provide 11KV take away shore power up to jetty/parking area through suitable cable only.**
9	Annexure A& B Clause No. 869	57	There is no mention about extended warranty requirement or maintenance philosophy for ESS / Battery in the tender document. Same may be indicated to ensure safe operations of the Tug	**Tender Conditions Holds Good**
10	Annexure A& B Clause No. 869	57	Requirement for digital twin at Port Control / Maintenance monitoring room if any be indicated enabling Shipyards / Operators to offer the same to DPA	**Tender Conditions Holds Good**
11	Annexure A& B Clause No. 869	57	Design Compatibility To enable use of same design / Tug meeting future GTTP requirements which stipulated the adoption of alternate / green fuels such as Hydrogen etc., it is recommended to include the following clause in the tender "Design /Tug with minor modifications shall be compatible and adaptable for Hydrogen fuel cell technology meeting future GTTP Phase-2 requirements"	**Tender Conditions Holds Good.**
12	NIT: Pre-Qualifying Criteria	7	Relevance / requirement of Site visit may please be elaborated.	**Tender Conditions Holds Good**
13	NIT: Pre-Qualifying Criteria	8	Tender Fee/EMD exemption be allowed for DPSUs.	**Tender Conditions Holds Good**
14	Clause No . 18 of Section -3	31	Instead of PBG Indemnity bonds be accepted for DPSUs.	**Tender Conditions Holds Good**
15	Clause No . 18 of Section -3	31	Claim period be reduced to 3 months instead of one year as this would increase the cost/liability period of the bidder.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
16	Corrigendum -02, Clause No Para - A17, 2.19 of Section-4	8	Request to confirm the total maintenance period days is 12 or 24 days in a year?	**Refer the Corrigendum -02, Clause No.-A17, Sub-clause-2.19 of Section-4.**
17	Corrigendum -02, Clause No Para - A17, 7.5 & 7.6 of Section-4	14	Will penalty be levied twice @ 3% per day??	**Corrigendum -02, Clause No.-A17, Sub-clause-2.1, Table Sr. No.-23, Section-4, "Optional Requirements of Deendayal Port Authority (DPA), wherein point-1: FiFi and point-3: Oil spill response equipments, shall be considered as "DELETED".**
18	NIT (Estimate Cost)	5	• Estimated Costs (per annum basis) and Estimated Contract Value (for entire tenure) needs to be stated separately as both terms have different significance for tender preparations in compliance with GFR, Procurement Manuals and CVC guidelines. • In accordance with the various Procurement rules and guidelines, for a multi-year long term service contract, it is required to estimate both, the annual cost as well as multi-year recurring liabilities created on the budget. • The long-term Chartering of Tugs qualifies under Procurement of Goods & Services under Opex model which is defined under GFR 2017 Ru\e 2, definition no (xxxii), OPEX model: In the OPEX model, the Seller provides the goods, maintains it and also provides the consumables as required and finally takes back the goods after useful / contracted life. The expenditure is made dy the Buyer in a staggered manner as per the terms and conditions of the contract. • GFR Rule no 149, (vi) States that, The Ministries/Departments shall work out their procurement requirements of Goods and Services on either "OPEX" model or "CAPEX" model as per their requirement/ suitability at the time of preparation or Budget Estimates (BE) and shall project their Annual Procurement Plan of goods and services..... • Manual for Procurement of Goods 2024 (Also applicable for Outsourcing services as per GFR Rule no 206): (vi) (A) (1) (h) If expenditure is committed for more than a year the year-wise details (portal should generate a Liability Register for recording multi-year payment commitments the format for which is prescribed in Rule Ei3 of the GFR)	**Tender Conditions Holds Good.**
19	NIT (Similar Work)	5 & 6	Similar work means: "Chartering of crafts on wet lease/hiring of crafts on wet lease/ owning & technical maintenance including manning of crafts. Craft means which are self- propelled and registered under MS Act/other Registering Authorities which includes but not limited to ships, Tugs, supply vessels, offshore vessels, launches, boats, dredgers. Remark:- • The Make in India initiative and Green Tug Transition Programme focuses on greater capacity building by Indian origin firms and start-ups to enter into newer manufacturing businesses. • Currently, there are very limited number of potential players in the tugs business in India. Therefore, a widen eligibility criteria would allow more players in the similar field of harbour craft services to venture into green tugs manufacturing. In long term, this will add into nation's capacity building to create a competitive eco-system for Green tugs, which can serve as hub for global market.	**Tender Conditions Holds Good.**
20	NIT (Joint Venture)	6	Remarks :- • It is restrictive and not a rational criterion to put a mandatory technical experience for Lead partner when the tender already mandates that all the consortium members and jointly and severely responsible for all obligations under the Contract. • The said clause is counter-productive for a new market entrant company investing on the capital cost of new tugs manufacturing (say 74% equity share in JV) and taking operational & technical support from other consortium member (say 26% equity holder).	**Tender Conditions Holds Good.**
21	Clause No 2 (3) "Eligibility Criteria: "of Section -1	12 to 14	(Kindly refer the Section -1 Clause No 2 (3) "Eligibility Criteria:" and NIT) Remarks :- • The mandatory pre-submission tie-up of given nature is highly restrictive clause, which might be counterproductive for a competitive bidding and create barrier on higher number of participants, especially these are a new category tenders, happening for the first time ever. • This restrictive onus places the advantage squarely in shipyard's favour in negotiating the capital costs of the asset while disadvantaging the bidder who carries the risk and responsibilities over the 15 years contract period.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
22	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	In case none of the bidders in a tender are able to position Indian built tug complying with ASTDS-GTTP, then bidders shall be granted option of offering alternate similar specification battery electric tug meeting the operational requirements of DPA, on the condition that the tug initially offered is substituted with an Indian Built Tug as per the ASTDS-GTTP not later than 24 months from the date of commencement of the charter, failing which the party shall be liable for appropriate penalties as laid out in the tender. Proposed Amendment:- To be deleted Remarks :- It is to be borne in mind that there is a limited supply of 60 ton bollard pull tugs flagged in India, with limited players. With advance planning, all Ports can place the order for the new-build ASTDS-GTTP compliant Tugs, well ahead of it becoming an operational imperative. Existing conventional Tug charters can be extended till such time the new-build Green Tugs are delivered.	**Tender Conditions Holds Good.**
23	Annexure -B, General	10	Main Engine Battery Capacity and Charging Time: As per the general specifications of Green Tug Transition Programme (GTTP) Phase 1 promulgated by the Indian Ports Association on its website on 29.10.2024. Kindly refer Annexure-B Proposed Amendment:- Please specify DPA desired operating profile. Each port is mandated to determine its own desired operating profile based on individual experiences of each port.	**Kindly refer attached Annexure-I.**
24	Corrigendum -02, Clause No Para - A17 (2.1) of Section-4	5	Year of Build : Not more than the One year older than the last date of submission of Bid. Remarks :- This is a new concept and hence its irrelevant	**Tender Conditions Holds Good.**
25	NIT	5	Proposed Amendment:- Similar work shall means & include 1. Owner of crafts 2. Chartering-out of crafts on wet/dry lease 3. Chartering-in of crafts on wet/dry lease 4. Technical maintenance including manning of crafts 5. Operation and Maintenance of offshore/harbour facilities on long term contract including supply of craft services. Craft means which are self-propelled and registered under MS Act/other Registering Authorities which includes but not limited to ships, Tugs, supply vessels, off-shore vessels, launches, boats, dredgers with 200 GT and above registered under the MS Act. Remark :- • The Make in India initiative and Green Tug Transition Programme focuses on greater capacity building by Indian origin firms and start-ups to enter into newer manufacturing businesses. • Currently, there are very limited number of potential players in the tugs business in India. Therefore, a widen eligibility criteria would allow more players in the similar field of harbour craft services to venture into green tugs manufacturing. In long term, this will add into nation's capacity building to create a competitive eco-system for Green tugs, which can serve as hub for global market.	**Tender Conditions Holds Good.**
26	NIT	6	Lead partner should have executed at least one similar works costing Rs. 978.20 Lakhs (excluding GST) as per minimum eligibility criteria. Proposed Amendment :- "To be deleted" Remark :- • It is restrictive and not a rational criterion to put a mandatory technical experience for Lead partner when the tender already mandates that all the consortium members and jointly are severely responsible for all obligations under the Contract. • The said clause is counter-productive for a new market entrant company investing on the capital cost of new tugs manufacturing (say 74% equity share in JV) and taking operational & technical support from other consortium member (say 26% equity holder).	**Tender Conditions Holds Good.**
27	Corrigendum -02, Clause No A6 (v) of Section-1	2	(v) The bidder shall upload the undertaking from any Shipyard in India as per specified format Section-6-Form-24. Proposed Amendment :- To be deleted. Remark :- • The mandatory pre-submission tie-up of given nature is highly restrictive clause, which might be counterproductive for a competitive bidding and create barrier on higher number of participants, especially these are a new category tenders, happening for the first time ever. • This restrictive onus places the advantage squarely in shipyard's favour in negotiating the capital costs of the asset while disadvantaging the bidder who carries the risk and responsibilities over the 15 years contract period.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
28	Corrigendum -02, Clause No A6 (w) of Section-1	2	(w) The bidder shall upload the undertaking from ESS Integrator / Provider as per specified format Section-6-Form-25. Proposed Amendment :- To be deleted. Remark :- • The mandatory pre-submission tie-up of given nature is highly restrictive clause, which might be counterproductive for a competitive bidding and create barrier on higher number of participants, especially these are a new category tenders, happening for the first time ever. • This restrictive onus places the advantage squarely in shipyard / supplier's favour in negotiating the capital costs of the asset while disadvantaging the bidder who carries the risk and responsibilities over the 15 years contract period. • The clause is over prescriptive and unnecessarily detailing the agreement between the bidder/yard and the sub-contractors. • The responsibility of performance of the GTTP lies primarily with the bidder and the warranty of the quality construction lies with the yard and not individual vendors. Finally, the technical approval rests with Class.	**Clarified: Bidders shall submit duly filled Form-24 & 25 at the time of bidding i.e. declaration from Shipyard and ESS integrator/Provider respectively. However, within first six (06) months of the delivery period of 24 months, contractor may change Shipyard & ESS integrator/Provider and accordingly, new Form- 24 & 25 duly signed and stamped shall be submitted for approval of DPA with viable justification. This will not dissolve the responsibility of contractor for delivery period within 24 months (as per tender conditions), no extension shall be permitted on this account and penalties for delay in delivery as per tender conditions shall be levied by DPA.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
29	—	—	Proposed Amendment :- To be agreed based on actual previous data available with the port for tug operations. Remarks :- Kandla operates Harbor Tugs in two distinct cycles. The longer cycle is for tugs going to anchorage for escort operations /Tuna Port. The harbor tugs used at the turning circle and berthing and unberthing operations have a shorter cycle. Kandla port may decide the operating profile for this specific green tug.	**Kindly refer attached Annexure-I.**
30	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	Substitute Tug Provision: 36.1 a tender are able to position Indian built tug complying with ASTDS-GTTP, then bidders shall be granted option of offering alternate similar specification battery electric tug….. commencement of the charter, failing which the party shall be liable for appropriate penalties as laid out in the tender. 36.2 In case of substitution of Tug offered by the contractor, same may be allowed by DPA only for similar or higher capacity ASTDS GTTP compliant Tug. ….. 3 days and not exceeding 7 days after availability of tug at DPA and the Tug shall be under class throughout the contract period. Proposed Amendment :- "To be deleted" Remark :- Irrelevant. Causing confusion.	**Tender Conditions Holds Good.**
31	Corrigendum -02, Clause No Para A (17), 2.6 of Section-4	7	On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates. Proposed Amendment :- To be deleted	**Tender Conditions Holds Good.**
32	Annexure A& B Clause No. 869	57	For the ESS, the requirement of proven technology is not there. ESS being a very critical to the success of this project, the tendering authority should mandatorily accept vendor who has delivered similar systems and offering a proven technology / chemistry.	**Tender Conditions Holds Good.**
33	Annexure A& B Clause No. 869	57	Will the port authorities allow replacement of ESS systems in the middle of the contract or the ESS supplied should last mandatorily for 10+2 years? If ESS is going to be replaced in middle of the contract the Tug will have to be put out of operation for a long time and there is the risk of compatibility. Batteries with a lifetime equal to the charter contract should be premiered for this reason.	**Tender Conditions Holds Good.**
34	Annexure A& B Clause No. 869	57	The energy consumption for each cycle will determine the size of ESS. Energy consumption is mainly determined by the Operating Profile. We feel that, based on our experience of Tug application, the split of 128 min is not matching the actual Tug profile. As per the study done globally and empirical data from our installations, the max power used in a typical harbour tug application is typically less than 1% of operating time As per GTTP, in the operation profile of 128 Min, 20 min - i.e. 16% of the time is allotted to High Bollard. Similarly, 12% time is allotted to Medium Bollard. The profile DOES NOT allot any time for loitering - which happens a lot for Harbour Tug.So to make the electric tug more efficient, request you to confirm the actual operating profile for your specific need	**For operating profile of DPA, kindly refer attached Annexure-I.**
35	Annexure A& B Clause No. 869	57	Can the Port confirm the available shore charging infrastructure? "The Bidder ESS" is suitable for High C rates charging without impacting life of the ESS.	**Kindly refer the Corrigendum-02, Para-A18, Section-5, Sub-clause-8.1**
36	Annexure A& B Clause No. 869	57	EOL SOH at 70% is quite risky. Li Ion depletion after 80% SOH is very steep. As a prudent, based on our vast experience, EOL SOH should not be less than 80%.	**Kindly refer Sr. No. 7 reply above.**
37	Annexure A& B Clause No. 869	57	Sizing of the ESS should be decided by the ESS vendor based on the energy consumption data for the operating cycle and other given parameters in the tender. The ESS vendor can submit detailed calculation on how the final sizing is arrived at.	**Kindly refer Sr. No. 7 reply above.**
38	Annexure A& B Clause No. 869	57	It is prudent to ask for the list of ESS vendor which the prospective bidder has shortlisted. The shortlisted vendors should submit the class approval certificates at the time of bid submission.	**Tender Conditions Holds Good.**
39	Annexure A& B Clause No. 869	57	The Charging and Discharging C Rates will be jointly finalized at a later date based on ESS size / shore charging infrastructure / PMS requirement.	**Kindly refer Sr. No. 7 reply above.**
40	Corrigendum -02, Clause No Para - A (17), 11.2 (iii) of Section-4 & Clause No A (18), 33 of Section-5	22 & 34	Price Escalation Clause: The Price bid format at Section 7 stipulates fixed charter rates for the entire contract tenure (17 years). Given the significant timeframe, we request DPA to consider incorporating a price escalation clause to account for potential inflation and unforeseen cost increases	**Tender Conditions Holds Good.**
41	___	_	Applicability of IPA Model Tender Document: We understand that the Indian Ports Association (IPA) is currently developing a Model Tender document for Green Terminal Port Services (GTTP). We kindly request clarification on the applicability of this Model Tender Document to the present tender.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
42	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	Substitute GTTP Tug Requirement: Clause NO.7 (6.3) (i) mandates the contractor to provide a substitute GTTP compliant tug with similar/better specifications. Considering the niche nature of Green Tugs and the potential difficulty in maintaining a readily available substitute, we request a review of this requirement.	**Tender Conditions Holds Good**
43	Corrigendum -02, Clause No Para A (17), 11.2 (ii) of Section-4	21	Shore Connection Electrical Installations: Point No.11.2 (ii) (a) of Section 5 requires the contractor to erect necessary electrical accessories, KWH Meter, Breakers, and cables at their own cost for shore connection. We propose that DPA consider providing these installations, allowing the bidder to focus on the marine aspects of the project.	**Tender Conditions Holds Good.**
44	NIT and Clause No 13 of Section -1	8 & 21	Pre-Bid Meeting: We kindly request consideration for conducting the pre-bid meeting through an online platform. If feasible, please share the meeting link.	**Online VC link shared.**
45	General Query	–	Currently IPA is circulating the draft tender process for which we had to send queries. Since they will be circulating a draft tender later, we request the port to hold on the Bid submission so as the draft tender from IPA be finalized and we could have better clarity on the clauses	**Tender Conditions Holds Good.**
46	NIT	5	The Estimated Contract Value is miscalculated since: • The price of these Tugs is comparatively higher than conventional diesel driven Tugs. • Unexpected costs due to new technological applications • There is a risk of the vessel taking penalty due to its non-availability since the vessel technology will be new and it would be difficult to predict the uncertainty in terms of operations. • Other requirements of the tender will also increase the project costs even more. For example: Fifi, OSR Equipment • High Manpower costs since the manpower involved will have a higher qualification requirement since this technology is new. We think that because of the above reasons the port should revise the budget for the entire project.	**Tender Conditions Holds Good.**
47	FORM-13: Specimen format for Pre-qualification of bidders	91	To avoid ambiguity, clauses need more clarification regarding calculation for evaluation purpose along with suitable examples Also, Major Ports do not issue completion certificates with yearly breakup. • For example, if a contract commenced in FY 2017-2018 and completed in FY 2019-2020. • Total value of completed contract (i.e. from FY 2017-18 to FY 2019-20) was Rs. AAA. Then the value of that contract for evaluation purpose would be considered as Rs. YYY (i.e. AAA x multiple factors of FY 2019-20).	**Tender Conditions Holds Good.**
48	Clause No . 3 (iii) of Section -3	27	We understand the offered tug must be compliant with ASTDS- GTTP specifications notified for the ongoing phase of GTTP at the time of bid submission instead of commencement of contract. The bidder can only take into consideration the approved specification as on bid submission date. There might be changes /amendments in specifications after bid submission date practically and commercially, it is not feasible to take these into account.	**Tender Conditions Holds Good.**
49	Corrigendum -02, Clause No Para - A17 (2.1) of Section-4	5	We understand that the tugboat should not be more than 1 year old at the time of commencement instead of bid submission. Request to confirm the same.	**Tender Conditions Holds Good.**
50	Corrigendum -02, Clause No Para - A17 (2.1) of Section-4	5	As per Annexure – B, Towing Equipment the Aft Towing Hook and Aft Towing Winch are optional. Request to confirm the same.	**Tender Conditions Holds Good. Kindly refer Corigendum-2, Para-A17, Section-4, Clause-2.**
51	Corrigendum -02, Clause No Para - A18, 7 of Section-5	19	We request the contractor be given at least 7-10 days for replacement of personnel in case of any serious offence. In Indian Market, the availability of staff is very low and since there is a difference in demand and supply of Personnel the lead time for getting staff is increasing a lot. Request to confirm the same.	**Accepted for "07 days" in place of "48 Hrs" for the compliance of Clause-2.27 of Corigendum-2, Para-A17, Section-4.**
52	Corrigendum -02, Clause No Para - A17, 7(iv) of Section-4	13	We understand that the DG Set to be only used in case of emergencies. But in the case of usage of DG the tug should be allowed to give a logical explanation for the same. However, we request the port not to Penalize the contractor for such act.	**Tender Conditions Holds Good.**
53	Corrigendum -02, Clause No Para - A18, 8.3 of Section-5	20	We request Port to provide Fresh Water at free of cost to the Contracted Tug which is a standard practice in all other Major Ports.Request to consider the same.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
54	NIT & Corrigendum - 02, Form- 24: Undertaking from Shipyard in India	6 & 42	The individual shipyards should not be allowed to participate as a single bidder as they only have experience of construction and not of operation, manning and maintenance of Tugs. Even when participating as a JV/Consortium they can only form JV/Consortium with companies which have experience in Tug Operations so as the viability of the project is kept. Additionally, we request the port to include exclusivity of Shipyards to only one bidder. We request the port to delete the Form-24 undertaking from Shipyard.	**Tender Conditions Holds Good.**
55	Corrigendum -02, Clause No Para - A (17), 11.2 (ii) of Section-4	21	There is too much confusion regarding the charging station requirement of the Port. Even if the Port makes the charging station the bidder can have a different charging power requirement, there could be different design of the charger required by the bidder. Hence, we are of the view that the bidder should be made responsible for setting up the power station to avoid any more confusion and compatibility issues which could further arise. Consequently, in the view of the above, the Budget of the Project should also include the Charging Station as the part of contractor and hence they increase the cost of the Project.	**Kindly refer Sr. No. 8 reply above.**
56	Corrigendum -02, Clause No Para - A (17), 2.9 (vi) of Section-4	7	There is a confusion related to the manning requirement of the Port. We request the Port not to include Coastal Manning for operations as the design of the Tug is only for Harbour Operations and according to the Operating Profile Specified the tug will not be able to operate for coastal voyages. Further, if requirement of the Port is Coastal manning, then the Cost of the Budget should increase accordingly.	**Accepted, the requirement of Manning in this tender shall be for "Harbour", all other requirements remains same mentioned at different Clauses of this tender document.**
57	Corrigendum -02, Clause No Para - A (17), 7 of Section-4	12	The Penalty Clauses in the tender are on the higher side. Since this is a new project, the bidders should not get penalized at such a high rate.	**Tender Conditions Holds Good.**
58	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	There is no similar ASTDS GTTP Substitute Tug available in the market. Hence, all the clauses related to substitution clause be reassessed and modified whereby ASTDS/grandfathered tug can be used as substitute tug.	**Tender Conditions Holds Good.**
59	Corrigendum -02 Form- 25: Undertaking from ESS Integrator/ Provider	43	Are you asking for a JV with the ESS Integrator and Battery Providers? This is not a standard term wherein the port is asking for submission of arrangement with supplier also. It should be left to the bidder to select the supplier/OEM and should not be mandatory to submit this kind of arrangement in the bid submission as these are confidential information. Are you asking for a JV with the ESS Integrator and Battery Providers? This is not a standard term wherein the port is asking for submission of arrangement with supplier also. It should be left to the bidder to select the supplier/OEM and should not be mandatory to submit this kind of arrangement in the bid submission as these are confidential information.	**Tender Conditions Holds Good.**
60	FORM-9 TECHNICAL SPECIFICATION OF ASTDS-GTTP TUG 16. Auxiliaries e) Fuel oil consumption of Aux Engine at 100% MCR	85	Fuel Consumption requirement should be removed from submission from the tender submission.	**Kindly refer Sr. No. 128 reply below.**
61	General Query	_	Kindly confirm that the charging infrastructure will be installed in a single location at Kandla Port only (Not in Vadinar and Tuna) and the same will be the Operational area of the tug.	**Kindly refer Sr. No. 8 reply above.**
62	Annexure -B, General	10	As per the General Specification of GTTP each port must specify their operating profile in the tender. Kindly confirm that the operating profile stated in Annexure B is of Kandla Port. If not included kindly mention the profile and charging and operation cycle requirement.	**Kindly refer Annexure-I.**
63	General Query	__	We request the Port to wait for IPA to finalize the Model Tender for GTTP.	**Tender Conditions Holds Good.**
64	NIT	5	The Estimated Contract Value is miscalculated because this is a new project which will bring out a lot of new expenses which are not calculated in this tender currently. Hence, commercially it would be better for the contractor if the Port considers this and increases the budget of the project	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
65	FORM-13: Specimen format for Pre-qualification of bidders	91	We request the Port provide us with an example for the Form-13 as well as the use of multiplication factor in the same context.	**Tender Conditions Holds Good.**
66	Corrigendum -02, Clause No Para - A17 (2.1) of Section-4	5	Annexure – B states that the vessel shall achieve a speed of approx. 12 knots at design draught with clean hull at 100% RPM of the thruster in calm water and calm weather. Considering the same, we request you to include the word "Approx." as below: "Speed: Approx. 12 Knots under normal weather conditions.	**Tender Conditions Holds Good.**
67	Corrigendum -02, Clause No Para - A (17), 7 of Section-4 & Para - A (18), 19 of Section-5	12 & 27	Penalty clause stipulated in Section 4, Clause 7 and Termination clause is mentioned in Section 5, Clause 20. We understand that it is a typographical error in the referred clauses regarding Penalty & Termination. Kindly confirm.	**Tender Conditions Holds Good.**
68	Corrigendum -02, Clause No Para - A17 (3) of Section-4	10	Since this is the first project for GTTP we request you to waive the following requirement off. Request you to consider.	**Tender Conditions Holds Good.**
69	Corrigendum -02, Clause No Para - A17, 7.5 & 7.6 of Section-4	14	This is a new clause which is not present in any of the tug hiring tender. Since this is a new pilot project we request the port to delete this clause. Even the draft tender floated by IPA doesn't contain this clause.	**Kindly refer Sr. no. 17, clarification above.**
70	Corrigendum -02, Clause No Para - A18,(12) of Section-5	23	We request that the extension of the contract should be on mutual agreement and Port should provide advance notice of at least 6 months before initial expiry period of 15 years.	**Tender Conditions Holds Good.**
71	Corrigendum - 02,Form- 24: Undertaking from Shipyard in India	42	We understand that the shipyards are to give undertaking, but they have no operational experience in the Operation, Maintenance and Manning of Tugs. Hence, we request the port to consider this request and delete Form-24.	**Tender Conditions Holds Good.**
72	Corrigendum -02, Clause No Para - A (17), 8 &11.2 (ii) of Section-4	20 & 21	All the referred clauses increase confusion among the bidders regarding whether the requirement of Shore Power will be in the scope of the bidder or in the Port's scope. Request the Port to clear the confusion. Further we request that the company providing the Shore Power should be aligned with the Tug Operator. Tug Operators would be the ones to utilize the Shore Power. Accordingly, the Shore Power should be placed and designed according to the Tug operators.	**Kindly refer Sr. No. 8, reply above.**
73	Corrigendum -02, Clause No Para - A (17), 8 &11.2 (ii) of Section-4	20 & 21	Request the Port to Provide us with details of all the equipment which will be provided by the Port.	**Tender Conditions Holds Good. Kindly refer Para-18A, Section-5, Clause-8.** **Clarified: DPA shall only provide take away point of 11KV cable at jetty/parking area of GTTP Tug.**
74	Corrigendum -02, Clause No Para - A17 (2.9)(vi) of Section-4	7	We understand that the Port will be only used for Kandla Port and within the Limits of Kandla Port and not Vadinar and Tuna. Hence, providing coastal manning for the Project seems unviable as well as cost draining for the port as it will increase the Cost provided by the Contractors. We request the port to consider the same.	**Kindly refer Sr. No. 56 reply above.**
75	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	Since the contractor has the project for 01 GTTP and since this is a Pilot Project the contractor may not have a GTTP Tug. Hence, for substitution we request the port to accept ASTDS/Grandfathered Tugs as well.	**Tender Conditions Holds Good.**
76	Corrigendum -02, Clause No Para - A17, 7.5 & 7.6 of Section-4	14	OSR Equipment should be in Port's scope. If the OSR Equipment's are kept on the account of Contractor, then the Port should revise the contract estimate.	**Kindly refer Sr. No. 17 reply above.**
77	Corrigendum -02, Form- 25: Undertaking from ESS Integrator/ Provider	43	ESS Integrator/Provider has no contract with the Port hence they are not obliged to sign an undertaking. At the end of the day, it's the contractor who is responsible for providing ESS. Port should consider the above and delete the clause.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
78	Annexure-B	10	We understand that the Operation Profile specified in Annexure-B is in line with the Port as well. Kindly confirm.	**Kindly refer attached Annexure-I.**
79	Corrigendum -02, Clause No Para - A17 (2.9)(vi) of Section-4	7	GTTP/electric tugs are different than conventional tugs. Such tugs cannot operate in port where there is no compatible charging facility. Such tugs cannot operate safely and efficiently when tug is required to operate for long period such as SBM or offshore or oilfield or long towage or salvage. The diesel operated tugs presently hired by DPA operate basis harbour manning till they are operating in port. While navigating from Kandla port to Vadinar, a pilot is assigned by DPA which is the right and reliable practise. We request DPA to drop **all clauses of coastal manning** and maintain system of harbour manning as its prevailing for present tugs on contract	**Kindly refer Sr. No. 56 reply above.**
80	Corrigendum -02, Clause No Para - A17, 7.5 & 7.6 of Section-4	14	We request DPA to consider, that since they have so many other tugs having FiFi already installed, in GTTP tugs we can make the same optional. Even the standing committee for specifications for GTTP have defined that the Fifi and Deck cranes are optional. Request to also remove requirement of such large generators and simply have auxiliaries to be capable of propelling the tug independently	**Kindly refer Sr. No. 17 reply above.**
81	Corrigendum -02, Clause No Para - A17, (7) of Section-4	12	Since this is the first time GTTP tugs are being introduced in India, it is impossible to deploy equivalent substitute tugs. We request port to consider removal of this clause and refer to clause 6.1.iii. Alternately a 3rd party arbitration should suffice to decide if the problem with battery operated tug is attributable to neglect or problems with technology	**Tender Conditions Holds Good.**
82	Corrigendum -02, Clause No Para - A17, 7.5 & 7.6 of Section-4	14	Tugs and service providers of tugs are usually governed by the Merchant Shipping Act and not the other acts which are more suitable for services provided on shore. As such we request DPA to suitably modify the clause and say Contract shall comply with all the statutory and compliance requirements issued by Central/State government particularly the Merchant Shipping Act. Even port owned tugs are governed by merchant shipping act only.	**Tender Conditions Holds Good.**
83	Corrigendum -02, Clause No Para - A18, (8.1) of Section-5	20	The specifications of the meter as requested will be unknown to the contractor and as such will be unable to evaluate cost of the same. We request the meter be provided by the port as is being done for shore power facilities provided by DPA.Please provide details of meter required as shipyard, owners will need to check availability, reliability and cost of such meter	**Tender Conditions Holds Good.**
84	Corrigendum -02, Clause No Para - A18, (9) of Section-5	20	There are no existing alternate battery operated tugs built in India as per GTTP requirement so in case of breakdown of battery operated tug any similar substitute is not possible. This clause must be removed.	**Tender Conditions Holds Good.**
85	Corrigendum -02, Clause No Para - A (17), 11.2 (ii) of Section-5	21	Presently diesel is supplied by port on their chartered tug and tug owners role is confined to provide reliable service as per tender compliance. In battery operated tug also role of tugs operator vendor must be confined to provide tug as per tender. Tug owner have no experience of such shore facility for battery operated tugs. For any shore facility including infra/accessories if port wishes they should have separate tender/contract where vendor with suitable experience can participate and perform. We request DPA to suitably amend the clause to include the cable for charging the propulsion unit on account of the port. We also request port to share with us the specifications of the cable outlet so suitable reception points on the tug can be designed suitably (please evaluate merit of keeping or deleting this clause). Cables for hotel load can be provided by Bidders as is being done currently.	**Tender Conditions Holds Good.**
86	Corrigendum -02, Clause No Para - A18, (19) of Section-5	20	Since electric tugs are a new technology and shipyards in India currently will be designing and constructing these tugs on an experimental basis, we request incorporation of suitable clause for failure of technology or inability of shipyards to deliver in time as a force majeure event	**Tender Conditions Holds Good.**
87	Corrigendum -02, Clause No Para - A18, (24) of Section-5	30	Indian government has enacted the latest Indian Arbitration and Conciliation act in 2015 (published Jan 1 2016). There are several salient features to the same. DPA and vendor should trust and support government approved arbitration process and neither side should opt for one sided clause. We request to let all disputes to be governed by arbitration as per Indian laws. Also, there are several rules regulations which are enacted by the Indian govt from time to time with reference to Arbitration. We request suitable references be made to the Arbitration Act of 2015 as well as any future changes which are brought by the government of India	**Tender Conditions Holds Good.**
88	Corrigendum -02, Clause No Para - A18, (28) of Section-5	33	It would not be appropriate to intimate DPA of every crew change. We request that only change of Master/Chief Engineer be brought to the notice of DPA as is being done for other tugs hired by DPA	**Tender Conditions Holds Good.**
89	Corrigendum -02, Clause No Para - A18, (31) of Section-5	33	Vendors/tug owners have responsibility and expertise to operate tug with most competent officer/crew which may need change at short notice. We request deletion of this clause and let crew change be handled as per present practise of diesel operating tugs on charter at DPA since decades. Also, allowing crew leave is as per various Maritime Labour Convention laws and hence this clause is impractical and unnecessary hurdle. Hence, we request port to suitably remove this clause and keep the same as per current tendering norms of DPA.	**Tender Conditions Holds Good.**
90	—	—	How much time should the tug get ready in after charging. Usually tugs are charged at 1C/2C/3C but this entirely depends on the capacity of the shore electricity delivery	**Kindly refer Sr. No. 8 reply above.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
91	Corrigendum -02, Clause No Para - A6 of Section-5	2	Annexure A and B shared by IPA are model designs. If a shipyard/buyer wants, they can submit designs to IPA GTTP committee. On approval of the same, even these new designs and specifications are acceptable to IPA. Please confirm DPA will allow modifications to Annexure A&B if approved by IPA	**Tender Conditions Holds Good.**
92	Corrigendum -02, Clause No Para - A17 (2.1) of Section-4	5	Please confirm Bollard Pull of 60T is required in the ahead direction. By indicating astern it technically means tug will have to be of more than 65T BP.Also, the word pushing and pulling simultaneously from forward and aft is not logical. pls keep clause as tug bollard pull and operation will be from ahead direction as per present practise Kindly rectify the same.	**Corigendum-2, para-A17, sub clause no.-2.1 (Table Sr. no.-4.), of section-4 shall be read as: "Steady/Sustained Bollard pull of not less than the required 60 T bollard pull with maximum of 100% of Thruster speed, Shall be capable of pulling/pushing operations depending on the mode used for required operations. Tug shall have 60 Bollard Pull in ahead directions. The Bollard Pull Certificate shall be issued by a Classification Society, which is a member of IACS, certificate shall not older than 06 months at the time of delivery".**
93	Corrigendum -02, Clause No Para - A17 (2.1, Sr No 10 in table) of Section-4	5	We again request removal of FiFi - 1 requirements since even IPA final technical specs issued in December 2024 clear make FiFi optional.	**Kindly refer Sr. No. 17 reply above.**
94	Corrigendum -02, Clause No Para - A18, (5) of Section-5	17	We understand that DPA is seeking PBG equivalent to 5% contract value for a period of 17 + 1 years. The estimated contract value is extremely large and providing such a huge bank guarantee will be a severe drain on any bidders financials. We request DPA to allow bidders to submit 5% of annual contract value. Also, no bank issues a bank guarantee for such a long duration. We request port to consider submission of bank guarantee by winning bidder for a period of 3 years. The performance guarantee to be renewed prior to expiry of the previous guarantee. This is a practice followed by DPA for all other marine tenders and request same to be followed here	**Clause-5 (i), Corigendum-2, Para-A18, Section-5, Clarified: .....Security deposit shall be 10% of the Annual contract price of which 5% of the accepted tender annual value for minimum validity period of 03 years before signing the agreement in the form of Bank Guarantee (BG) or FDR or Digital transfer with claim period of three months, same shall be extended or renewed for same period, before 03 months of expiry of the previous Performance Guarantee. Performance Guarantee shall valid for the entire total contract period of 17 years i.e. up to 02 years mobilization period) + 15 Years of (charter period). The Bank Guarantee shall be furnished in the format enclosed as Section -6 (Form-8)".**
95	Corrigendum -02, Clause No Para - A18, (22) of Section-5	29	Battery operated tugs are new technology where possible breakdown or non performance are not experienced in past. DPA, IPA, Shipyard, class, tug owners cannot predict even chance of breakdown though tug is being built after careful approval of design, equipment by shipyard and class with due factoring of reliability safety and precautions. We suggest that foreclosing of contract can be done only after joint committee of port representative, class representative, shipyard representative, owners representative and OEM representative of battery/propulsion -total 6 persons recommend for clause of contract by majority. To ensure financial safety of investment of huge capital by tug owners, for first five years of charter should be considered as lock in period where there cannot be foreclosing of contract irrespective of reasons.	**Tender Conditions Holds Good.**
96	General Query	—	As you are aware, finalization of the Model Tender Document by IPA under the guidance of MoPSW is still under preparation and has not been finalized yet.In view of the above, we request the port to await the issuance of Final Model Tender for further actions. This will ensure uniformity in the entire process.Alos, as port has issued corrigendum-2 by amending certain clauses, we request port to issue revised tender document including amendment/clarification if any of Pre-Bid queries after finalization of Model Tender for hiring of ASTDS-GTTP tug tender by IPA.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
97	NIT	5	The Estimated Contract Value is low for the following reasons. High Initial Investment: Capital cost of these Tugs is significantly higher than conventional diesel driven Tugs. Additional capex: The GTTP involves significant initial investments in advanced green technologies to ensure safe and efficient operations. Further, there is huge replacement cost of batteries during the tenure of the contract. As the technology is new and still under development, the cost would be higher. Training and Skill Development: Transitioning to green tugs requires specialized training for the workforce to operate and maintain these new technologies. This includes both initial training and ongoing skill development. Regulatory Compliance: Considering new technology, the cost towards stringent compliance will be higher. Economic Scale: As this is new technology, there won't be any economies of scale available to contractors in terms of spares, OEM repairs etc. This results in higher per-unit costs for green tugs and related technologies.• Research and Development: Additional costs would be incurred towards continuous R&D till SOPs are established.• Higher risk towards non-availability /off hire etc. as no substitute/replacement tug is available.• Additional capex towards OSR equipment. In view of the above, we are of the opinion that the estimates are low. Kindly review and same may be revised.	**Tender Conditions Holds Good.**
98	Corrigendum -02, Clause No Para - A (17), 8 & 11.2 (ii) of Section-4	20 & 21	The Port should be responsible for supplying the shore power and arranging necessary approvals as required. To avoid ambiguity and practical issues such as compatibility of charging station with tug charging equipment; Design issues; maintenance/replacement during contract etc. Bidder/contractor should be responsible for setting up and maintenance of the charging stations. The above needs clarification to avoid ambiguity. Considering the above, the tender estimate may be revised as it is already on the lower side, even for a GTTP tug.	**Kindly refer Sr. no. 8 reply above.**
99	Corrigendum -02, Clause No Para - A (17), 8 & 11.2 (ii) of Section-4	20 & 21	We request you to kindly provide full specifications of the charging station including but not limited to: 1. Charging switchboard 2. Auxiliary transformer for AC to DC conversion 3. Control and communication cable and system etc. 4. Security and safety system (including overheating etc.)	**Kindly refer Sr. no. 8 reply above.**
100	Clause No 3 (vi) of Section 3 & Corrigendum -02, Clause No Para - A 17, 2.1 (Sr No 15 in table),27 of Section-4	27 & 6 & 32 of Corrigendum - 02	We draw your attention to the GTTP approved specifications as per Annexure – B: Clause A: Descriptions (Page No. 12): Primary Functions states that "The vessel shall be primarily tasked for ship handling and towing operations within harbour." 1. Please note that GTTP specifications are clearly designed for only harbour operations. 2. Further considering new technology/pilot project, charging/operating cycle etc. we are of the opinion that it would not be feasible to perform coastal operations/voyage with these GTTP tug. 3. Also, as you are aware cost of coastal manning is very high as compared to harbour manning (as the Coastal manning will require a higher category of crew and also more no. of crew as compared to safe manning for harbor operations). Therefore, if as per clause 27.1 on page 62, the Contractor has to employ coastal manning AT ALL TIME, we draw your attention that the estimates to the Tender will be grossly inadequate. In view of the above and in line with GTTP specifications, we request to amend all the relevant clauses in the tender for operations within port limits and manning as per SMD for harbour operations.	**Kindly refer Sr. No. 56 reply above.**
101	Corrigendum -02, Clause No Para - A17, (7) of Section-4	12	For this pilot project of new technology where there is no history of actual operating profile/ maintenance record etc., it is difficult for contractor to foresee and factor into their bid. In view of the above, we are of the opinion that the higher penalty rates and requirement of providing substitute (that is also GTTP Tug) within 45 days makes the project unviable and it would be challenging to arrange the funding from lenders with these impractical terms. As highlighted in our other queries, arranging a conventional diesel driven Tug is practically difficult considering scarcity of Tug in India, availability of GTTP substitute Tug is out of question. All these terms make this project unviable. In view of the above, we request as follows: (1) remove the requirement of GTTP substitute Tug and for shorter duration, accept similar ASTDS/Grandfathered Tug as temporary substitute. (2) request to change "45 days" to "90 days" as in the absence of any historical data for this new technology, it is practically difficult to say that within 45 days the major breakdown etc. can be attended and make the tug available. Even for conventional tugs, major ports provide 30 to 60 days' time. (3) Clause no. 20.14 (a) on page 58 also needs to be deleted/amended suitably.	**Tender Conditions Holds Good.**

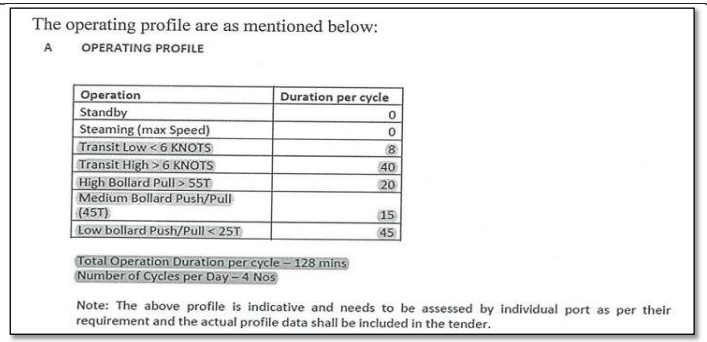
Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
102	Corrigendum-2, Para-A17, Section-4, Clause- 7.1 & Corrigendum-2, Para-A18, Section-5, Clause no.-19, 21, 22 and other similar provisions of the contract	29	The highly capital intensive GTTP tug would exclusively be constructed for this contract and depending on the tenure of the contract, prices offered in the tender are calculated. Any reduction/early termination for non-substantial breach 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. It is noteworthy to mention that other Major Ports such as KoPT/HDC, PPT, Kamarajar Port, Chennai Port, Mumbai Port, NMPT etc. have already amended/removed such clauses and termination of the Contract is linked with substantial breach of the Agreement and Contractor's continued failure to perform/ willful misconduct or gross negligence In view of above, we request you to kindly delete the sentence "variation in declared power/ fuel consumption etc."	**Partially accepted:** **Termination/cancellation clauses, e.g. Corrigendum-2, Para-A17, Section-4, Clause- 7.1 & Corrigendum-2, Para-A18, Section-5, Clause no.-19, 21, 22 and other similar provisions of the contract shall not be exercised by DPA for first five (05) years (lock-in period) after deployment of GTTP Tug at DPA. During this lock-in period no daily charter rates shall be payable for non-operational period for the reason attributable to the contractor side and consumption of electricity & Fuel shall be on chargeable basis, which shall be recovered as per actual by DPA as per tender conditions. In case of Serious breach of contract in delivery and unauthorized redeployment of GTTP Tug to any port/organisations other than DPA, Penalties as applicable shall be leived as per tender conditions along with forfiture of the security deposit and the contract shall be terminated with immediate effect, without prejudice to any further claims or actions deemed necessary. All other Terms & Conditions of Tender shall remain unaltered**
103	Corrigendum -02, Clause No Para - A17, (2.1) of Section-4	5	Q1. We understand from the specification as per Annexure – B (Page No. 13), the bollard pull should be achieved in the ahead direction. Q2. We understand that the tug should be able to Push or Pull from the forward of the tug. Kindly confirm the above understanding.	**Kindly refer reply at Sr. No. 92 above.**
104	Corrigendum -02, Clause No Para - A17, (2.1) of Section-4	6	Q1. As per the specification, the tug should have adequate space for carrying the oil spill boom, since this is an entirely different and large scope, the Oil Spill Requirements should be excluded from the scope of contractors. As a standard specification Oil Spill dispersant arm shall be provided. Kindly confirm. Q2. Penalty mentioned in Clause no. 6.6. should be deleted. Q3. We request that re-filling upon expiry shall also be on the Port's account	**Kindly refer Sr. No. 17 reply above.**
105	NIT	5	We understand that the values of similar works are exclusive of taxes/GST. Kindly confirm.	**Kindly refer Corrigendum-2, Para-A1.**
106	Corrigendum -02, Clause No Para - A6, (V) of Section-1	2	This project is for new technology based GTTP Tugs and is being built for first time and that also for a long term contract of 15 + 2years. Therefore, it is pertinent to include the qualification criteria for the shipyard in the tender as part of pre-qualification criteria to ensure timely delivery of quality tugboat for safe and efficient operations at port.	**Tender Conditions Holds Good.**
107	General Query	_	Please also include the following clause in pre-qualification criteria of bidders. "Bidder must have positive net worth on 31st March 2024 and bidder to submit a certificate from CA for the same at the time of Bid submission."	**Tender Conditions Holds Good.**
108	Corrigendum -02, Clause No Para - A18, (2b) of Section-5 & Para A6 (s) of Section -1	15 & 2	To avoid ambiguity, please amend the clause as follows which is in line with DPA previous Tug tender and is a standard clause in all major ports tug hiring tender. Ownership of tugs: a. For New construction Tug: i) Bidder will submit MoU/ Agreement on relevant stamp paper with Shipyard for construction of ASTDS-GTTP tug as per ASTDS-GTTP tug specification uploaded on IPA website on 29.10.2024. MOU/Agreement should state indicative delivery period of tug. (MoU with Shipyard should not be considered as JV/Consortium) ii) GA Plan approved by the proposed shipyard iii)Technical specifications as per the tender format a. For existing Tug: i) All the valid certificates (Class, registry,) ii) GA Plan The bidder must submit the above documents at the time of the bid submission.	**Tender Conditions Holds Good.**
109	Corrigendum -02, Para A6 (v) of Section -1 & Form - 24	2 & 42	Shipyards should not be allowed to bid as a bidder either through JV/Consortium or Independently. Please note that this would be a conflict of interest as other operators are dependent on a few selected shipyards to construct the tug. Additionally, the Shipyard should provide exclusivity to one bidder (i.e. MoU should be only with one bidder)Accordingly, Form-24: Undertaking from Shipyard (Page 42 of Corrigendum - 2) should be deleted.	**Kindly refer Sr. No. 158 reply below.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
110	Corrigendum -02, Para A6 (w) of Section -1 & Form - 25	2 & 43	The clause should be deleted as it's the responsibility of the bidder to supply and operate the Tug during the tenure of the contract as per tender terms. In case of non-performance, the tender has provisions to penalize the bidder directly. Accordingly, Form-25: Undertaking from ESS Integrator/ Provider (Page No. 43 of Corrigendum - 2) should be deleted.	**Tender Conditions Holds Good.**
111	NIT	6	The requirement under the tender is new and very specialized. New is in terms of technology and specialized in terms of skills required to perform the operations (highly manoeuvrability in confined space). Also, the consequential cost of any error in this operation is very high. We also bring to your kind attention that the clause no. 3 & 4 referred herein also specifically requires experience in providing Tugs on charter hire. It is also noteworthy to mention that considering the criticality of the operations, the previous Tug hiring Tender of DPA only allowed experience of only charter hiring of Tugs. Considering the above, a similar work definition for BIDDER should be amended as follows: Similar works mean: "supplying, Manning and operating on charter hire (i.e. wet lease) of Crafts." Craft would mean self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes Cargo Ships, Tugs, Supply Vessels, Offshore Vessels.	**Tender Conditions Holds Good. However, bidder must have similar work experience of crafts with 200 GRT or more.**
112	NIT	6	We request Port the referred clause *"(Pre-Qualifying Criteria:3. Capability and Resources:The Bidder should be in business of charting/hiring/management of crafts/port operations with Tugs services.)"* to be deleted as the same is already covered in Experience criteria in Pre-Qualification Criteria of the tender. Further. this clause is open ended/not clear and will create ambiguity.	**Clarified: bidder claiming experience as Port operations, "Tugs services" shall be a part of port operation for consideration.**
113	NIT & Form 13	6 & 91	We understand that the "Multiplication Factor" referred in the said clause is not applicable and not relevant for Similar Works as it is only applicable for calculating Bid Capacity of the bidder. To avoid ambiguity, kindly remove this clause from experience criteria.	**Tender Conditions Holds Good.**
114	Corrigendum -02, Clause No Para A (18), 36 of Section-5 & Para A (17), 7 of Section-4	34 & 12	We wish to inform you that at present; there are hardly any conventional diesel driven Tugboats available in the Indian Market. The shift in Indian Government Policy in recent years specifically making it mandatory for Govt Ports to hire only "Make in India" Tugs has resulted in very few Tugs being imported from overseas. When even conventional diesel driven tugboats are not available in the market, the availability of GTTP Tugboats, which are of significantly higher capital-intensive tugboats is nearly impossible to arrange.Therefore, it is not feasible to provide a GTTP substitute tug and the same to be removed from the tender. In view of above and IN LINE WITH DPA previous Tug hiring tender, the "Liquidated damages" clause to be amended as follows: "The mobilization period will be within 24 months from the date of issuance of LoA plus additional time with penalty as per clause 6.3 of corrigendum-2 will be applied for maximum 10 weeks. If the tug is not mobilized within the above period (24 months + 10 weeks with penalty), then the DPA will terminate the contract and forfeit the PBG amount, and the contractor would be blacklisted for participation in tender".	**Tender Conditions Holds Good.**
115	Corrigendum -02, Clause No Para - A17, 2.19 of Section-4	8	Considering the new technology and as a pilot project, we are of the opinion that a payable downtime of 12 days in a year may not be sufficient, and contractors should also be allowed to use downtime for dry-docking as well. In view of the above, we request you to kindly amend the relevant clauses as follows which is a standard clause in most of Major port tenders: "The Contractor shall be allowed downtime of 24 days per contractual year during the currency of the contract for upkeep of the Tug. The full one-year down time will be credited at the beginning of each contractual year. If the contractor does not avail the downtime credited into their account, the same cannot be carried forward to the next year. The Contractor must take prior permission in writing from the Deputy Conservator before laying up the vessel to carry out maintenance work or repairs or dry-dock or surveys etc. During the permissible downtime, hire rates will be paid. At any cost the downtime cannot be encashed during the contract period."	**Tender Conditions Holds Good.** **Clarified: 12 days permissible downtime shall be for one year including Dry-dock. Dry-dock may be provided subject to availability on chargeable basis. 12 days may be utilised in parts or at a single occasions in one year.**
116	Corrigendum -02, Clause No Para - A17, 2.29 of Section-4	9	The operating cycle, bollard pull capacity etc. is already stipulated in Annexure B and therefore please remove the sentence "maximum capacity" and amend the clause suitably.	**Kindly refer Annexure-I.**
117	Corrigendum -02, Clause No Para - A17, 7.5 of Section-4	14	We request you to delete the referred penalty clause on external FiFi for this pilot/new technology project as even none of the Major port's tug hiring tenders (including DPA) have such penalty clause related to FiFi. Also, the model tender recommended by Standing Specification Committee (SSC) constituted by the Ministry does not have such clause	**Kindly refer Sr. No. 17 reply above.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
118	Corrigendum -02, Clause No Para - A18, (6) of Section-5	18	We request you to add sentence "As applicable" in the heading of the referred clause no. 6 as all referred requirements are not applicable for hiring of Tugs. The subject line of the clause may be amended as below:6) COMPLIANCE WITH STATUTORY REQUIREMENTS (As applicable):	**Tender Conditions Holds Good.**
119	Corrigendum -02, Clause No Para - A18, (7) of Section-5	19	We request the Port to provide free office space and storage place in the Port premises to Contractor for better co-ordination between Port and the Contractor and to ensure prompt action of the shore support team during exigencies. Kindly amend the clause suitably.	**Tender Conditions Holds Good.**
120	Corrigendum -02, Clause No Para - A18, (11.2 (iv)) of Section-5	22	None of the Major port levies port related charges under Tug charter hire contract (including DPA) even during off hire. Request to waive off this charges as this will further increase the risk of this project which already has low estimates. We request following modifications in the clause: iv. The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time period, ~~except berth hire & port charges~~, power and fuel cost would be charged ~~on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing DPA 's scale of Rates…….~~	**Tender Conditions Holds Good.**
121	Corrigendum -02, Clause No Para - A18, (9) of Section-5	20	As there is scarcity of availability of Tugs and we understand that arranging a temporary substitute from any party is allowed. None of the major ports have such restrictions. Kindly amend the clause suitably.	**Tender Conditions Holds Good.**
122	Corrigendum -02, Clause No Para - A18, (11.2 (v)) of Section-5	22	In recent tug hiring tender, none of the Major port levies penalty related to lesser Bollard Pull and since this is pilot project, we request for removal of such penalty clause from the referred clause. We request your kind consideration. Also, the model tender recommended by Standing Specification Committee (SSC) constituted by the Ministry does not have such clause	**Tender Conditions Holds Good.**
123	Corrigendum -02, Clause No Para - A18, (15) of Section-5	25	We bring to your kind attention the following standard insurance covers available to the Owner: a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug b) Protection & Indemnity (P&I) for third party liability, wreck removal, pollution liabilities c) Workmen's compensation covering life of shore-based personnel as applicable As these are the only insurance covers available to the Owner, we trust these insurance overs shall meet the requirement of the Port. Kindly confirm acceptance of the above.	**Tender Conditions Holds Good.**
124	Corrigendum -02, Clause No Para - A18, (17) of Section-5	26	As you are aware each project is financially independent depending on its own cash flow. Linking liabilities of different projects would jeopardize financial viability and not a standard industry practice. Further, this would be unfair with a bidder would have an existing contract with DPA and provides an undue advantage to new bidder. Therefore, kindly amend the clause as follows: "DPA shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract ~~or any other contract or from any amount lying~~ with them or under their control and in respect of any debt or sum that may become due and payable by DPA to the Contractor either alone or jointly ~~with another or other and either~~ under this contract or ~~under any other contracts or transaction of any nature whatsoever between DPA and the Contractor.~~	**Tender Conditions Holds Good.**
125	Corrigendum -02, Clause No Para - A18, (20) of Section-5	28	We understand the referred clause is not applicable for the services contract and is for Goods contracts. Hence, we request to delete the referred clauses.	**Tender Conditions Holds Good.**
126	Corrigendum -02, Clause No Para - A18, (32) of Section-5	33	Please note that in case of nonavailability of shore power/non- availability of charging station etc. or when the Tug is at Anchorage for extended time or for any other reason which is not attributable to the contractor, the tug will have no option but to run Auxiliary engine. Kindly confirm that the same would not be considered as misuse.	**Clause -7.2, Section-4, Para-A17 shall be read as "Non-operational of GTTP Tug, due to reasons attributable to DPA side i.e. Power supply for battery charging, jetty maintenance etc. 75% of daily hire rates on hourly basis will be payable. However, GTTP Tug should be able to operate with available DGs' full power installed on board Tug. If Tug is not able to operate on DGs, penalty will be imposed as per Penalty Clauses".**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
127	General Query	—	You may please note that many times propeller fouling happens due to debris in the Port waters. Consequently, the Contractor at its own cost expense mobilize diver to clear the objects from the propeller and spend a huge sum for repairs. This being for no fault of the Contractor and providing a safe waters to operate is the responsibility of the Port, we may request to please treat Tug to be on hire during this period. May be a 5 days ceiling can be fixed and in no circumstances, penalty will be levied. Please note that the same is agreed in the previous DPA's tug tender no. 03/2022 (Supporting document attached for your ready reference). Kindly confirm.	**Tender Conditions Holds Good.**
128	Form -9 &14	85 & 93	We wish to inform that Make, Model, etc. of the Aux engine would be firm once order is finalized. Therefore, practically it may not be possible to provide exact make/model, fuel consumption at 100% MCR of Aux. engine. Further, we understand that only daily charter hire would be considered for evaluation of the Tender. Therefore, there is no requirement for fuel consumption of Aux. Engine at the bidding stage. Kindly clarify if conditional bids are acceptable since as per Form-14, allows listing of such deviations. We are of the opinion that to make it uniform for all the bidders, no deviations should be accepted in the tender. Further, discretionary power to Port to accept a deviation or not does not meet the transparency objective of the Tender. Hence, we request Form-14 shall be deleted.	**Successful bidder shall declare and submit the Electricity consumption per hour, certified by IRS Class or any IACS member Class (recognised by administration) at 100% load for GTTP Tug and Fuel oil consumption per hour at 100% MCR from OEM for each DGs' before deployment of Tug at DPA. Same shall be considered as limiting/binding for consumptions for the entire contract period. In case of excess of consumption of electricity/fuel, same shall be recovered from the bills of the contractor by DPA. The rate of fuel for recovery shall be as per average rate of IOCL and average SOR rates of DPA for electricity consumption for the same month.**
129	NIT & Corrigendum - 02, Clause No Para - A8 of Section-2	15 & 02	1. If the bidder is submitting EMD through Bank Guarantee, the Bank Guarantee should be valid for 180 days from the last date of scheduled opening date of technical bid. Kindly confirm as the same is not available in tender. 2. Kindly confirm that BG issued from any state is acceptable. 3. In case of BG, the bidder is required to send original BG to Marine Engineer Grade - I, Deendayal Port Authority, A.O. Building, Gandhidham within 07 days from the last date of opening of technical bid. Kindly confirm.	**Tender Conditions Holds Good.** **Clarified : Validity of EMD shall be 240 days from the last date of submission of the bid.**
130	Clause No 1.4 , 11.4 & 11.6 of Section -1 & Clause No 15 of Section -3	11,20,21&30	To avoid ambiguity, we request you to kindly confirm that only the following documents are to be submitted in physically/hard copy at the office of Marine Engineer Grade -I within 7 days of opening of the tenders. 1. Pre- contract Integrity Agreement 2. EMD (if submitted in the form of Bank guarantee) All other documents would be submitted on online portal only. Kindly confirm.	**Tender Conditions Holds Good.**
131	Form 23	104	In line with the BG format of your previous Tug hiring Tenders, we request you add the below clauses which are standard clauses in all the BGs submitted to your Port: "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" "Notwithstanding anything contained herein: a) Our liability under this Bank Guarantee shall not exceed Rs. (Rupees only); b) This Bank Guarantee shall be valid up to ; 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)."	**Tender Conditions Holds Good.**
132	Form 23	104	The BG towards EMD should be in favour of To, The Board of Authorities of the Port of Kandla, Deendayal Port Authority,A.O. Building, P.O. Box No.50, Gandhidham -Kutch. Kindly confirm.	**Tender Conditions Holds Good. Kindly refer Corrigendum-2, Para-A4.**
133	Form 8	82	In line with the BG format of your previous Tug hiring Tenders, we request you add the below clauses which are standard clauses in all the BGs submitted to your Port: "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"	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
134	Clause No 18 of Section -3 & Corrigendum -02, Clause No Para - A18 (4) of Section-5	31 & 16 of Corrigendum - 02	Q1: We request the following alternative options for PBG (Our request is in line with all your ongoing contract of Tug hiring).“The B.G submitted towards Security Deposit cum Performance Bank Guarantee should remain valid initially for (3) three years (i.e. mobilization period + 1st year of contract). The same shall be subsequently renew annually till the completion of contract duration.”. The same has been accepted by the Paradip Port Authority in their recent tender. (Supporting Document for the same attached for your reference.) Q2: We wish to submit that the issuance of PBG may take more than 15 days’ time and the details of the same to be included in agreement. We request to kindly allow 21 days’ time for both i.e. agreement and submission of PBG from the date of LOA.	**Kindly refer Sr. No. 94 reply above.**
135	Clause No 3 (i) of Section -3 & Corrigendum -02, Clause No Para - A17 (1.2) of Section-4	27 &4 of Corrigendum - 02	We understand the correct date of referred Office Memorandum No. SY- 13013/1/2020-SBR is 22nd August 2024 instead of 27th December 2023. (Attached copy of the same for your ready reference.)Kindly amend the clause accordingly.	**Tender Conditions Holds Good.**
136	NIT & Form 18	7 & 97	We request the port provide the full address of the site referred to in the clauses. We understand that the tug shall operate at Kandla Port only. Accordingly, single charging infrastructure will be installed at a single location at Kandla Port. Kindly confirm the above. In view of the above, the bidder is required to do site visit at Kandla Port only. We request the port provide the full address of the site referred to in the clauses. We understand that the tug shall operate at Kandla Port only. Accordingly, single charging infrastructure will be installed at a single location at Kandla Port. Kindly confirm the above. In view of the above, the bidder is required to do site visit at Kandla Port only.	**Kindly refer Sr. No. 56 reply above.**
137	General Query	—	Kindly include the DG Shipping ROFR circular as applicable for the Charter hiring of Tugboats. The same clause is included in the Model tender prepared by IPA.	**Tender Conditions Holds Good.**
138	General Query	—	As per the vide letter issued by MoPSW vide no. SY-13013/1/2020- SBR, Part, dated 22nd August 2024 to the Managing Director, IPA regarding Standard Operating Procedure (SOP) for Green Tug Transition Program (GTTP), Clause H (Page No. 11), stated that “……minimum bidding time of not less than 12 weeks. in order to enable prospective bidders (either the Shipyard - if the Tugs are directly procured by the Port or the Tug Operator - if the tender is for Charter) to plan & offer tugs complying with ASTDS-GTTP issued by IPA for the respective GTTP phase. "We request the port extend the bid submission time as per the SOP issued by MoPSW.	**Tender Conditions Holds Good.**
139	Corrigendum -02, Clause No Para - A06 (s) of Section-1	2	To avoid ambiguity, kindly specify the list relevant supporting documents to be submitted (current clause is open for interpretation)	**Tender Conditions Holds Good.**
140	Corrigendum -02, Clause No Para - A06 (t) of Section-1	2	Kindly confirm what type of GTTP Compliance Declaration is to be submitted by the bidder. Further, please provide the format and list of relevant supporting documents to be submitted along with.	**Kindly refer Section-6 of tender documents.**
141	Corrigendum -02, Clause No Para - A 17, 2.1 (Sr No 10 in table),27 of Section-4	5	In reference to the clause, we are of the view that practically it may not be possible to operate FiFi class 1 with DG set of total capacity of 1800 KW. Accordingly, request to review and confirm the capacity of DG set.	**Kindly refer Sr. No. 17 reply above.**
142	NIT	6	If a bidder is applying through Joint Venture/ Consortium, Principal Bidder/ Lead Operator must have experience in Tug Operations.	**Kindly refer Sr. No. 111 reply above.**
143	General Query	—	We understand that the tug shall operate at Kandla Port only. Accordingly, single charging infrastructure will be installed at a single location at Kandla Port.	**Kindly refer Sr. No. 56 reply above.**
144	Corrigendum -02, Clause No Para - A 18, 5 of Section-5	17	We understand that the PERFORMANCE GUARANTEE shall be submitted either(a) through Bank Guarantee for 10% of contract price; OR(b) through retention money to be recovered from the Running Bills. Kindly confirm and amend the clause accordingly.	**Kindly refer Sr. No. 94 reply above.**
145	Annexure -B, Descriptions	12	The port is requested to confirm that the “operating profile” referred to in Annexure-B is applicable to this tender.	**Kindly refer Annexure-I.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
146	NIT and Clause No 13 of Section -1	8 & 21	we kindly request an option of online Prebid meeting so as our Technical & Business Development team located at different location can attend the meeting.	**Online VC link shared.**
147	Annexure A& B Clause No. 869	57	Approx. ESS capacity required for this will be 2500 Kw-Hr. That means the tug captain has to ensure that the ESS always has this spare energy available while it is carrying out other non- peak movements in electric mode. This requirement may not be practically possible given tugs operate under varied operating profiles at the ports and ensuring a spare reserve ESS capacity to cater to 30 min of full BP operations may not be always possible.	**Kindly refer Sr. No. 07 reply above.**
148	Annexure B Clause No. 634	44	Please refer below extract from NIIGATA's website for 60T BP tug power and propeller diameter. As per standard 60T BP tugs operating worldwide, the approx. power per shaft = 1650-1700 kW and propeller diameter is 2300-2400 mm. Why do we need to consider 1800 kW & 2600 mm as per above extract from GTTP guidelines? Can we design GTTP tug with approx. x power per shaft = 1700 kW and propeller diameter = 2300mm with Z-type as that will be easier to fit inside the steering gear compartment?	**Kindly refer Sr. No. 07 reply above.**
149	Annexure B Clause No. 816	53	To the best of our information, one fire pump of 2800 m3/hr requires approx. 1000-1200 kW. Hence the Genset capacity as per above extract of GTTP specs may need to be revisited. If the port does not require AGNI-I tug with external firefighting requirements, can the Genset capacity be reduced substantially and that would reduce the overall cost of the tug as well.	**Kindly refer Sr. No. 17 reply above.**
150	Annexure -B, Descriptions	12	 The operating profile are as mentioned below: A OPERATING PROFILE Operation / Duration per cycle Standby 0 Steaming (max Speed) 0 Transit Low < 6 KNOTS 8 Transit High > 6 KNOTS 40 High Bollard Pull > 55T 20 Medium Bollard Push/Pull (45T) 15 Low bollard Push/Pull < 25T 45 Total Operation Duration per cycle – 128 mins Number of Cycles per Day – 4 Nos Note: The above profile is indicative and needs to be assessed by individual port as per their requirement and the actual profile data shall be included in the tender. As the information we gathered from various major Ports, it is to be noted that in most Ports, the peak load (high speed and max BP) operations are limited to maximum 10 % in each operating cycle. But GTTP guidelines indicate a requirement of almost 50% of the operating cycle for peak load (high speed and max BP) movements per operating cycle. This automatically raises the ESS capacity and the price of the tug.Since the ESS pack will be charged by shore charging facilities at the port, that means a higher ESS pack will require a longer charging time as well. The entire benefit of GREEN tug will be lost if the tug is unavailable for utilisation due to longer charging time at Port.	**Tender Conditions Holds Good.**
151	General Query	__	we would like to participate in the pre-bid meeting to be scheduled on 21.01.2025 at through virtual mode from our Kolkata office for further clear understating on the issues flagged above. In this regard, kindly share the meeting link for the said pre bid meeting.	**Online VC link shared.**
152	General Query	__	As this tender is first in its kind, we need to gather various information, we need enough time for preparation of various technical & commercial papers for participation. Hence, it is requested to kindly allow us additional time for period of 30 days beyond 27.01.2025 for completing all the relevant works.	**Kindly refer Sr. No. 1 reply above.**
153	Corrigendum -02, Form 25	43	a) The Proposed inclusion of a pre-qualification of the shipyard should not be restricted to manufacturing experience of tugs only but should be manufacturing of vessels of 500 GT or above in the preceding 7 years. The SBD circulated by IPA also prescribes vessel and not specifically tug.	**Tender Conditions Holds Good.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
154	NIT	5	b) The pre-qualification criteria both technical and financial as mentioned in the tender document is in order and should not be modified to only allow suppliers/ operators of tugs only for prequalification of bidders as suggested by one prospective bidder. There are many players who provides and operates ships on charter in PSUs and are capable of providing Tugs and operate those successfully in long term charters. Such players would not be able to participate in case the tender condition as already incorporated is diluted in any manner to ensure that only one or two players can participate and create monopoly market.	**Tender Conditions Holds Good.**
155	General Query	__	c) The ROFR policy circulated by DG Shipping for Indian manufacturers may be included.	**Tender Conditions Holds Good.**
156	NIT (JV)	6	d) As regards participation by consortium, the fulfilment of the technical and financial qualification as a whole by the bidders as done in PPP projects is considered without making to compulsory for lead member to fulfil the financial qualification. Besides, considering long term contract of 15 years, formation of a SPV may also be considered in case of consortium.	**Tender Conditions Holds Good.**
157	General Query	__	e) This apart we also communicate our support for consideration of modifications proposed by other prospective bidders regarding setting up of battery charging facility by DPA, operation of the tug in hybrid mode etc.	**Tender Conditions Holds Good.**
158	NIT (JV)	6	f) In case any ship builder/ yard is not participating in the tender, that yard can enter into multiple MOUs with different bidders for building the e tug for them in case any of the bidder becomes successful tenderer. But in the event the yard participates, then he cannot sign any arrangement either for partnering in JV or as a builder.	**Ship/Tug builder when participating as bidder, Clause-4 of Section-1, shall be applicable.**
159	NIT	5	As per Office Memorandum, No. F/1/1/2022-PPD dated 2nd Feb, 2022 issued by Ministry of Finance, Govt. of India wherein Insurance Surety Bonds have been included as Security Instrument. Followed the instructions Various Indian ports have introduced the option of using an Insurance Surety Bond for bid security & performance security. We kindly request that you consider introducing the provision for an Insurance Surety Bond apart from online payment mode, or Bank Guarantee for bid security in this tender as well. The tenderer respectfully requests DPA to include the 'Insurance Surety Bond' as a financial instrument for the work, it will help us to quote a lower-price bid.	**Tender Conditions Holds Good.**
160	Corrigendum -02, Clause No Para - A 18, 5 of Section-5	17	The performance security can also be borne through Insurance Surety Bond as a financial instrument like bank guarantee.	**Tender Conditions Holds Good.**
161	Corrigendum -02, Clause No Para - A 18, 5 of Section-5	17	Request to kindly change the clause accordingly. "The contractor shall be required to deposit an amount equal to 5% the accepted tender annual value of the work as indicated." It is also noted that the investment or initial cost for constructing an ASTDS-GTTP Tug incorporating new and advanced technology involves significant financial requirements. As the parts and machinery suppliers, predominantly from Europe, demand instant payment with no credit options available for the contractor, this adds to the financial burden. In such circumstances, a reduction in the performance security requirement would not only ease the financial strain on contractors but also encourage broader participation by making the project more viable for those with potential but limited liquidity. Furthermore, In line with practices at other Indian ports & other government entities under the Ministry of Government of India, we kindly request to consider performance security 5% of annual Contract Value in the form of an Insurance Surety Bond, apart from online payment mode, or Bank Guarantee for Performance security of successful bidder.	**Kindly refer Sr. No. 94 reply above.**
162	Corrigendum -02, Clause No Para - A 18, 5 of Section-5	17	Request to kindly change the clause accordingly. Neither a bank nor an insurance surety provider can issue a bank guarantee or an insurance surety bond for the requested term of 2+15 years. We kindly request an amendment to the existing clauses to allow for the submission of performance security either through a bank guarantee or an insurance surety bond, structured as a staggered guarantee of 2 years initially, followed by 5 years, 5 years, and 5 years thereafter, with each guarantee being renewed prior to its expiry.	**Kindly refer Sr. No. 94 reply above.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
163	Corrigendum -02, Clause No Para - A 17, 6 of Section-4	11	Request for an Extension of Mobilization Period The specified tug is a 'state-of-the-art', designed with advanced engineering and technology. Its registry, survey, and insurance regulations are currently not comprehensive to address all aspects. Basically, it operates & regulated as an oil-based conventional marine vessel Acts, which differs significantly in mechanism from GTTP vessels. Considering the complexity of the technological implementation, regulatory compliance, and operational readiness for such a powerful marine craft, we respectfully request an extension of the mobilization period by at least 6 months more (i.e. a total mobilization period of 30 months). This additional time will ensure the delivery of a newly built, registered under Acts and fully operational ASTDS-GTTP tug with 60T BP.	**Tender Conditions Holds Good.**
164	Corrigendum -02, Clause No Para - A (18), 11.2 (ii) of Section-5	21	Kindly clarify the charging facilities: The relevant clause does not clearly specify the development and maintenance costs of the charging facilities at the port, nor does it indicate who will bear the cost, develop, and maintain them. Please clarify this and include it in the clause regarding the facilities provided by the port.	**Kindly refer Sr. No. 8 reply above.**
165	Corrigendum -02, Clause No Para A (18), 36 of Section-5	34	Request to allow any type of ASTD Tug with similar capacity for Substitution. The ASTDS GTTP is a completely new in India and is expected to take the next 20 years to establish a market presence. Finding ASTDS GTTP vessels with similar or higher capacities for substitution is not only challenging but almost impossible. Therefore, we kindly request permission to allow the use of conventional ASTD tugs (GTTP not mandatory) as a substitute, if necessary. Furthermore, the maximum time allowed for substitution during the transition, currently set at 7 days, should be extended to 'not exceeding 15 days,' including the submission of valid certificates for the substitute tug. Requested to amend the clauses as align this the genuine request.	**Tender Conditions Holds Good.**
166	Corrigendum -02, Clause No Para - A17, 2.19 of Section-4	8	Request to amend/include a clause allowing penalty-free dry-docking for complete maintenance during the 2nd, 5th, 7th, 10th, and 12th years of the contract, with a duration of at least 30 days for each occurrence. As the contract spans over 15 years with continuous 24-hour operations, periodic high-level inspections, maintenance, and lubrication are essential. The annual breakdown allowance of 12 days is sufficient only for addressing minor issues. Therefore, we request the inclusion of a clause allowing penalty-free dry-docking for comprehensive maintenance during the 2nd, 5th, 7th, 10th, and 12th years of the contract, for a duration of at least 30 days each.	**Tender Conditions Holds Good.**
167	Clause No.3 (vii) of Section -III	27	Kindly confirm whether the contractor is permitted to display their company name, logo, and the vessel's name on the vessel, or the entire space is exclusively reserved for DPA display only.	**Kindly refer Clause-3(vii), Section-3, page-27 for the requirement of DPA.**
168	Corrigendum -02, Clause No Para - A06 (v) of Section-1 & Form 24	2 & 42	The requirement of having pre-submission tie-up with a shipyard is not possible as a PSU/ Govt Bidder, who have to follow public tendering process to select the suitable shipyard for construction of ASTDS-GTTP Tug. Selected shipyard will prepare the technical specifications in line with ASTDS-GTTP specification and port requirements. Hence, it is suggested that undertaking from the Bidder to be taken that the tug will be constructed as per the General specifications of Green Tug Transition Programme (GTTP) Phase - I as promulgated.	**Tender Conditions Holds Good.**
169	Corrigendum -02, Clause No Para - A06 (w) of Section-1 & Form 25	2 & 43	Practically, it is not possible to have pre-submission tie-up with ESS integrator. The shipyard will identify an ESS integrator after signing firm contract with the PSU/ Govt. bidder through a competitive process. Hence, this requirement may be reviewed. It is suggested that the Bidder shall be responsible for making seamless arrangements, in consultation with/ through the selected shipyard, with ESS integrator to operate the tug in variable hybrid modes by supplying predetermined or selected electrical power from generators and batteries as per the requirement of the port. Bidder will in-turn take back to back guarantee from the shipyard and the ESS integrator for supply, installation and seamless operation of generators and batteries required for ASTDS-GTTPS Tug.	**Tender Conditions Holds Good.** **Clarified: GTTP Tugs shall be capable to operate in Hybrid mode from DGs with Battery power during operation in emergency/range extension. Changeover shall be in auto mode, i.e. DGs. Shall come on auto mode whenever power of battery decreases or goes out from supplying the power to propulsion system in emergency/range extension.**
170	Corrigendum -02, Clause No Para - A18 (8.4) of Section-5	20	It is noted that the shore power charging infrastructure shall be developed and provided by the port to the berth as per the shore power charging infrastructure specifications. Trust the electric cable and its lifting arrangement shall also be provided by the port so that the cable can be connected to the on-board arrangement of the tug (Refer Clause No.8.4, page 20 of Corrigendum-2) wherein replacement of damaged shore charging cable by bidder in case of damage caused by bidder is indicated). Same may be clarified in the tender document.	**Kindly refer Sr. No. 8 reply above.**

Sr. No.	Tender: Section & Clause detail	Page No.	Queries/ comment of the bidder	Reply
171	Clause No 18 of Section -3	31	It is noticed that the successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period. As per amendment in GFR dated 01.01.2024, the Performance security in respect of procurement only of goods / Consultancy Services / Non Consultancy Services should be for an amount of 3-5% of the value of the contract. Same may kindly be reviewed.	**Tender Conditions Holds Good.**
172	Corrigendum -02, Clause No Para - A18 (7) of Section-5	19	In case of GTTP compliant tug is not operational, then the requirement of substituting with a GTTP compliant Tug may kindly be reviewed again. As such tugs are not readily available and no tug operator will have a spare tug considering its high Capex. It is suggested that in case of non-operation of GTTP compliant tug then a similar BP capacity Tug meeting the ports functional requirements may be considered as a replacement until the GTTP tug is made operational with revised Charter hire prevailing at that juncture. Further, these tugs will be first of its kind; hence, an "experience building period" of 5 years may be considered, during which penalty shall not be applied. Once the industry has gained sufficient experience and support from OEMs are streamlined, the clauses may be made applicable.	**Tender Conditions Holds Good.**
173	Corrigendum -02, Clause No Para - A18 (24) of Section-5	30	Suitable AMRCD Clause as per DPE guidelines for PSU/ Govt may kindly be included under Arbitration clause	**Tender Conditions Holds Good.**
174	General Query	__	During the meeting it was mentioned that the bidders to do the market research and find out the best Tug designs from the international market/sources. In this regard kindly clarify whether the Foreign designed Tugs are acceptable for this tender.	**Tender Conditions Holds Good.**
175	General Query	__	During the discussions, it was stated that DPA may consider applying QCBS (Quality Cost-Based Selection) for this tender. Kindly confirm the DPA's stand in this regard.	**Tender Conditions Holds Good.**
176	DPA Clarification	__	Additional operational requirements.	**Corrigendum-2, Para-A17, Section-4, Subclause-2.9 (ii) shall be read as "Tugs shall be able to tow Heave up barge Bhimsen/any other craft/barge involve in Buoy operations and Shall be capable for safe pilotage operation as Port requirements.**
177	DPA Clarification	__	General	**Any change/deviations from Technical and General specifications i.e. "Annexure-A & B" shall require specific approval from DPA as port specific requirements by the successful bidder well in advance, this will not dissolve the contractor to comply & obtain GTTP compliant certification and delivery period.**
178	DPA Clarification	__	General	**The contractor shall deliver GTTP Tug constructed with superior workmanship, integrating the latest technological advancements. The vessel shall be designed and built for optimal environmental sustainability, energy efficiency and operational performance, ensuring compliance with applicable regulatory and classification requirements.**

Annexure :- I

OPERATING PROFILE FOR DEENDAYAL PORT AUTHORITY*

Name of Port	Deendayal Port Authority
Max operational speed	12 kn
Average number of operations per day	12 nos.
Time between each Operation	1 hr for unberthing, 02 hrs for berthing
Total Annual Operating Hours	4380 hrs
Total Annual operating days	365

Profile (for a typical Operation Cycle)			
Operating Modes	**Speed/ % of total BP**	**Duration (min)**	**% of Time**
Steaming at Max Speed	12 kn	20	15%
Transit High speed	6 - 12 kn	15	12%
Transit Low Speed	<6 kn	10	8%
Loitering/Stand by	-	25	19%
Low BP Operation	<50%	40	31%
Medium BP Operation	50-90%	8	6%
High BP Operation	>90%	12	9%

दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1548/GTTPtugs/2024

TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Corrigendum-3

Date :- 24.01.2025

With the approval of Competent Authority, it has been decided to extend the pre-bid meeting date. Accordingly, rescheduled dates are as below:

Rescheduled Event Description and Date: -

1. Last date and time of submission of Bid: - **15.00 hrs. on 27.02.2025**
2. Date and time of opening of Bid: - **15.30 hrs. on 27.02.2025**
3. Bid Document Downloading End Date: - **27.02.2025**
4. Last Date & Time for Receipt of Bids: - **27.02.2025 up to 15.00 Hrs.**

All other conditions shall remain unaltered.

दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

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TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Corrigendum-2

A1. The amounts mentioned under PQC in NIT (page-5 of Tender documents) and Section-1, sub-clause no. 3.1 (Sr. no. 2: Technical Qualification, Page-13 of Tender documents) are "Excluding GST".

A2. **Bid document fee payable to** mentioned under in NIT (page-7 of Tender documents), shall be read as "**Deendayal Port Authority**".

A3. The amounts mentioned in NIT (page-7 of Tender document) for the requirement of Joint Venture/Consortium, shall be read as:

Lead partner should have executed at least one similar works costing **Rs. 978.20 Lakhs** (excluding GST) as per minimum eligibility criteria.

A4. "Banking details" mentioned under NIT (page-9 of Tender documents) shall be read as below:

"Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no. : 10080100022427, IFSC Code: BARBOGANKUT".

Section -1

A5. Sub-clause no. 3.2 (g) under Clause no.-3 of Section-1 (Page-15 of tender document), shall be read as:

> EMD in the form of Bank Guarantee and Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.

A6. Addition in Sub-clause no. 3.2 under Clause no.-3 of Section-1 as follows: -

s) The bidder shall upload Section-6-Form-9, Technical specifications (Along with relevant supporting documents) of the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.

t) The bidder shall upload GTTP Compliance Declaration (Along with relevant supporting documents) for the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.

u) The bidder will have to submit GTTP Compliant Certificate as per specified format in Annexure –A & B of tender document, at the time of delivery of the Tug to the Port duly certified by the class in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.

v) The bidder shall upload the undertaking from any Shipyard in India as per specified format Section-6-Form-24

w) The bidder shall upload the undertaking from ESS Integrator / Provider as per specified format Section-6-Form-25.

A7. Clause no. 12 (Page-21 of tender document) has been left blank and same shall be considered as void.

Section -2

A8. Sub-clause no. (xi) under Clause no.-1 of Section-2 (Page-23 of tender document), shall be read as:

> The details of Online transfer/Bank Guarantee physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.

Section -3

A9. Sub-clauses (b) and (e) under Clause no.-1 "DEFINITIONS" (Page-25 of tender document) amended and one additional sub clause (v) "List of abbreviations has been added and shall be read as below:

(b) "CHAIRPERSON" means the Chairperson of the Board and includes the person appointed to act in his place under Major Port Authorities Act. 2021.

(e) shall be considered as Deleted.

(v) List of abbreviations as follows: -

Short Form	Full Form
ASTDS	Approved Standard Tug Designs and Specifications

GTTP	Green Tug Transition Programme
DPA	Deendayal Port Authority
NIT	Notice Inviting Online Tender
EMD and INR	Earnest Monet Deposit and Indian Rupees
UDIN	Unique Identification No.
MS Act	Merchant Shipping Act
TDS	tax deducted at source
JV	Joint Venture
MSEs	Micro and Small Enterprise
BOQ	Bill of Quantity
LOA	Latter of Acceptance
BG	Bank Guarantee
SD	Security Deposit
MUI/NUSI	Maritime Union of India/ National Union of Seafarers of India
P&I Insurance	Protection and Indemnity insurance
CDC	Continuous Discharge Certificate
SID	Seafarer's Identity Document
EPF	Employees' Provident Fund
ESI	Employees' State Insurance
PQC	Pre-Qualifying Criteria
SSC	Standing Specification Committee

A10. Clause No. 6 "INTEGRITY PACT" of Section – 3 (Page-27 of tender document) has been amended and attached as "**Amended Form-3: Integrity Pact**", which superseded the existing Form-3 : Integrity Pact (page-71 of tender documents).

6) INTEGRITY PACT:

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

(1) Shri Amiya Kumar Mohapatra, IFoS (Retd.),
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751022.
Mobile No. 9437002530
email: amiyaifs@gmail.com

(2) Dr. Gopal Dhawan, Ex-CMD, MECL,
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area,
Greate Noida Gautam Budh Nagar,
Utter Pradesh- 201315.
Mobile No. 8007771467
email: gdhawangeologist@gmail.com

The bidder (witnesses sign also to be arranged by bidder) has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) in preliminary bid along with the Tender Fees and EMD, failing which the bid shall be considered non responsive. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the Marine Engineer

Grade -1, within 7 days of opening of the tender failing which tender shall be considered irrelevant.

A11. Sub-Clause no. (ii) under Clause No 12 "**AUTHORITY FOR SIGNING TENDER DOCUMENT**" of Section–3 (Page-29 of tender document), the requirement of "Sales Tax License" shall be considered as omitted.

A12. Sub Clause no. (3) under Clause No. 18 "AWARD OF WORK" of Section – 3 (Page-31 of tender document) shall be considered as deleted.

A13. Sub-Clause no. (5) under Clause No 18 "AWARD OF WORK" of Section–3 (Page-31 of tender document) shall be considered as deleted.

A14. Sub-Clause no.-6 under Clause no.-18 of Section–3 (Page-31 of tender document) shall be considered as deleted.

A15. Clause no.-10 of Section–3 at Page-32 of tender document, i.e. "ISSUE OF WORK ORDER:" shall be read as Clause No 19 of Section – 3.

A16. Clause no.-11 of Section–3 at Page-32 of tender document, i.e. "CORRUPT OR FRAUDULENT PRACTICES" shall be read as Clause no.-20 of Section–3.

A17. Section -4 of Tender No. CME/Mech.Division/1548/ GTTPtugs/2024 has been amended and shall be read as below:

SECTION 4

1) SCOPE OF WORK FOR CHARTER OF 01 Nos 60 T BOLLARD PULL ASTDS- GTTP TUG:

1.1 The contract involves supply of 01 No. 60 T Bollard Pull ASTDS- GTTP Tug at 100% of Thruster speed to DPA for a Period of 15 (Fifteen) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding electricity and fuel for operations at DPA. As Section (4) Clause 2 with the following requirements:

1.2 The offered tug shall be ASTDS- GTTP compliant as per Ministry of Ports, Shipping and Waterways File No.SY-13013/1/2020-SBR Dt.27.12.2023 office memorandum for charter /procurement of tugs by Major Ports circular drawing guidelines, Technical Specifications and General Specifications published by MoPSW. However, DPA's specific requirements which are specifically mentioned in this tender documents shall prevail.

1.3 The offered ASTDS-GTTP tug must register under Indian flag as per Section-4, Clause-2. Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to DPA as per Section-4, Clause-2 including the certificate of class for Fi-Fi and certificate of ASTDS-GTTP Compliance.

2) TECHNICAL SPECIFICATIONS: Kindly Refer "Annexure-B":

2.1 Condition mentioned under Annexure-A: General Specifications of GTTP Phase-1, published by MoPSW and Annexure-B: Technical Specification GTTP Phase-1, published by MoPSW & other amendments/variations issued in this regard mentioning the obligations from buyer side will be directly deal with Ship builder, IRS Class, MMD etc. DPA will not involve in any of such obligations. DPA's specific requirements which are specifically mentioned in this tender documents shall prevail.

Indicative specifications for 60 Ton Bollard Pull ASTDS – GTTP Tug at 100% of Thruster speed:

Sr. no	Parameter	Criteria
1.	Length	Kindly refer Annexure-B
2.	Breadth and Depth	Kindly refer Annexure-B
3.	Draft	Kindly refer Annexure-B
4.	Bollard Pull	Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% of Thruster speed and should be capable of pulling and pushing simultaneously From either forward or aft of the tug depending on the mode used for operations that is forward and or aft of the tug. Also capable to pull from forward and aft of the tug. The Bollard Pull Certificate should be issued by a Classification Society which is a member of IACS not older than 06 months.
5.	Year of Build	Not more than the One year older than the last date of submission of Bid.
6.	Type Steerable	Kindly refer Annexure-B
7.	Propulsion Motor	Kindly refer Annexure-B
8.	Battery Capacity	Kindly refer Annexure-B
9.	Charging Time	Kindly refer Annexure-B
10.	Auxiliaries	Two nos. Generators of minimum total capacity of 1800 KW. Following power requirements shall be catered by the Generators: i) Fire Pumps for external firefighting with Fire Monitors as required by FiFi Class 1 for full FiFi and other equipments installed on the tug. ii) To give power sours to all emergency operations including powering to propulsion thrusters in Hybrid Mode and to increase the endurance (Clause no. 85 GTTP - Technical

		Specification).
11.	Speed	12 Knots under normal weather conditions.
12.	Towing Arrangement	Quick release aft tow hook with adequate strength for the towing operations, Minimum 60 BP capacity.
13.	Communication	As per the statutory requirements.
14.	Navigation Equipment	As per the statutory requirements.
15.	Manning	As per requirements of MS Act/Coastal voyages & should comply MLC.
16.	Accommodation Requirements	As per MLC requirements for crew to stay 24x7x365
17.	Air Conditioning Requirement	Yes, with positive pressure for handling gas carriers like LPG & LNG
18.	Towing Lines	94 mm diameter of 01 Nos. of 110 m long on the drum and spare 01 Nos. of 110 m long polypropylene ropes for towing purpose.
19.	Registration	Under the Merchant Shipping Act 1958
20.	Class	Indian Register of Shipping / IACS
21.	Fendering	Suitably fendered so as to enable the tug to safely push/pull, as required for Shipping operations.
22.	Special Conditions	1. Tug should also be suitable for Assisting push/pull as required for Shipping operations. LNG Ships and terminal 2. Tug should be capable for assisting (Push/Pull) with sufficient and safe freeboard. 3. Tug should have certified hose for Bunkering, Oil Boom to prevent oil Pollution. 4. All round visibility is essential for Tug Master operation, Provision for giving shore power to be provided with compatibility to receive power from Propulsion battery charging facility.
23.	Optional Requirements of Deendayal Port Authority (DPA)	1. External firefighting: - Full FiFi – 01 with minimum 5000 litres of foam compound initial supply (kindly refer 816 Pg No 53 of Annexure – A) 2. Aft Towing hook of 60 T Bollard Pull Capacity, kindly refer 435 Pg No 33of Annexure –A 3. Oil Spill response equipments with 1000 litres OSD of initial supply: i) Oil spill dispersant arm ii) Oil spill containment boom (kindly refer 48 Pg No 34 of Annexure –A)

2.2 The contractor shall supply and keep on board minimum of 94 mm diameter 01 no. of 110 m long tested polypropylene rope on the drum and additional spare 01 nos. of 110 m long of similar capacity tested polypropylene ropes of adequate strength for towing purposes at all times. Additional mooring ropes for securing the tug at jetty shall be in the scope of the contractor till the completion of contract.

2.3 The tug offered must be fitted with dual-purpose monitor/s for external firefighting. The firefighting system must be capable of using foam from its internal tanks. The capacity of the firefighting system must be minimum FiFi-I Class as below:

i. Full FiFi – 01 (one) no. 60 T Bollard Pull ASTDS-GTTP tug Capable for fighting POL, LPG and LNG fires.

2.4 Upon expiry / consumption of Initially supplied foam compound and OSD shall be re-filled by the contractor till the Contract period. However, the use of foam compound & OSD for DPA purpose only, shall be reimbursed/supplied by DPA as per actual basis.

2.5 The whole reach and burthen of the tug, including lawful deck capacity is to be at DPA 's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores.

2.6 On the date of commencement of the service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates including certificates mentioned under Annexure-A & B.

2.7 Joint On hire survey/Off hire survey will be carried out at DPA site in the presence of DPA 's Representative by Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at Contractor's time on contract.

2.8 DPA shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the tug.

2.9 The tug shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at DPA and any neighbouring port round the clock (24 hours a day) and throughout the contract period including but not limited to:

i. Berthing and un-berthing of vessels in port.
ii. To stand by as fire float, Oil spill dispersant spraying boat etc.
iii. To assist in double banking by way of acting as docking Tug/Crafts/Barge.
iv. To maintain communication by VHF.
v. Assist in buoy operations.
vi. 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 Tug. In addition, render assistance to neighbouring port as and when required with coastal Manning as per MS Act.

2.10 In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the DPA to the Contractor and penalty Section 4 Clause 7 and Termination Section 4 Clause 19 shall apply.

2.11 The contract involves chartering of 01 Nos. 60 T Bollard Pull ASTDS- GTTP Tug at 100 % Thruster speed by DPA for a period of 15 (Fifteen) years and extendable by 02 more years. as per broad technical specifications stipulated in "Scope of Work and Annexure – A & B" with full crew, provisions and all stores including lubricants.

2.12 DPA is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days, at

DPA and neighboring port as per request and the tug shall also be made available for 24 Hrs. during the Charter period except allowed maintenance period (Paid Downtime) allowable to them. The controlling officer of the tug shall be the Controlling Officer or his representatives of DPA and the crews of the tug shall comply with all instructions from the Dy. Conservator of DPA and/or his/her representative.

2.13 The crews of the tug shall take instructions regarding the operations from Dy. Conservator of DPA or his/her representatives.

2.14 All operational costs including crew Wages, Allowance, Victualing, Insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, Lubricants and equipment will be borne by the Contractor. Repairs, Survey and other requirements to keep the tug operational will be to Contractor's account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in non-payment of hire charges, for the period tug were not made available and penalty Clause of the Charter Party Agreement shall apply.

2.15 On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.

2.16 The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.

2.17 The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.

2.18 The Chartering will be for a period of 15 (Fifteen) years for 01 No: 60 T Bollard Pull Tug at 100% of Thruster speed from the date of providing the Tug on charter by the Contractor to DPA. DPA will pay the chartering rates at the original rate at same terms & conditions throughout contract period along with extended period if any.

2.19 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. 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. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Navigational aids, deployment of buoy etc. as directed by the Dy. Conservator, DPA or his authorized Representative(s).

2.20 The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the Dy. Conservator, DPA or his authorized representatives(s), whenever requested. The completed log book shall be sent to the Dy. Conservator, DPA's Office at the end of every month for checking by Officer designated by the Dy. Conservator, DPA. The

battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the log books.

2.21 The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Craft Rules and Regulations if any of DPA's and any other legislation related to operation of ASTDS-GTTP Tug

2.22 The Contractor shall be solely responsible for reporting simultaneously to Dy. Conservator, DPA, EIC/Nodal Officer and the Police Department immediately of any serious or fatal accidents on the Tug or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify DPA against any claims or actions arising there from.

2.23 The Contractor has to pay the Wages to the crew engaged by them. The Contractor has to take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy. The payment of wages to the crew as per MS Act MUI /NUSI agreement. Failure to make payment of wages to the crew, DPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, DPA will be at liberty to encash the Performance Guarantee

2.24 The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. Engineer-In-charge / Nodal Officer or his authorized representative and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not) all within the Natural Capabilities of the tug.

2.25 The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

2.26 The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

2.27 The Contractor shall at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same. In case, Engineer-In-charge / Nodal Officer receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the tug and suitable replacement shall be arranged by the Contractor within 48 hours. If the offence is serious, Engineer-In-charge / Nodal Officer shall inform to the concerned enforcing authorities

2.28 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, and Customs etc. for deploying the tug for service in Engineer-In-charge / Nodal Officer before tug is put into service. The tug shall be registered as per the statutory requirements of D.G. MS Act (Shipping) complying statuary obligations.

2.29 The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency situation(s), if required, at no extra cost to

Engineer-In-charge / Nodal Officer. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.

2.30 Security of the tug, its appurtenances and crew will be the Contractor's responsibility.

2.31 On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates.

2.32 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, charter rates will be reduced as per Sub Clause no. (v) under Clause no. 11.2 of Section-5.

2.33 The Tug should be manned under (Merchant Shipping Act) under coastal Manning Guidelines in force issued by DG Shipping. The Manning should also comply with ILO/Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of tug as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF.

2.34 The tug shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the allowed maintenance period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also, the contactor to comply other instructions of Dy. Conservator, DPA or any other authorized person authorized by Engineer-In-charge / Nodal Officer.

2.35 The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the DPA Regulations.

3) Electronic Log :

Tug shall have Electronic log system for automatic recording of DG operational data (i.e. Starting time & Stop time, Running hours etc.) , with minimum of 90 days of previous record backup. The clock of the log system shall be synchronize with the Indian standard Date & Time in 24 hours format The Log system shall have copying, printing and should be able to transfer the record to other computer system for analyze the records.

4) LOG BOOK:

4.1 The tug shall maintain deck and engine log book as per trade practice and the same shall be submitted to the scrutiny to DPA or his authorized representatives, whenever requested.

4.2 The use of DG for propulsion of GTTP Tug shall be avoided, any use of DG for propulsion shall be recorded in Log Book with specific justified reasons at each occasions. The wilful act of Utilizing the DG power for GTTP tug Propulsion and failure to maintain the Log Books records shall attract the penalty same as non-operational condition (Section-4, Penalty Clause -7).

4.3 The completed log book shall be sent to the Engineer-In-charge / Nodal Officer Office at the end of every month for checking by Officer designated by the Engineer-In-charge / Nodal Officer. The performance of Propulsion system, auxiliary engine performance, fuel oil issue and consumption, maintenance details, repairs and all-important events that are taking place shall be logged in chronological order in the log books. Shipping operation attended, breakdown or any observations also need to be logged in the Log Book along with other mandatory and operational data.

4.4 It shall be the responsibility of the contractor to report to Dy. Conservator along with required agencies as per law and Security personal deployed by DPA during any serious or fatal accidents on the tug or at any place in DPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify DPA against any claims or actions arising there from. Contractor shall make good any damage caused to the DPA properties by the contractor side at his own cost.

4.5 In case of receipt of complaints from any crew regarding the non-receipt of wages, Engineer-In-charge / Nodal Officer shall examine the matter and if found reasonable, make the wage payment, premium for employees' welfare scheme payments and the same shall be recovered from the monthly bills payable to the Contractor. In such cases, a penalty of 5% on the monthly bill amount including GST shall be recovered from the contractor. In the event of insufficient funds, Engineer-In-charge / Nodal Officer will be at liberty to encash the Performance Guarantee.

5) ILLEGAL ACTIVITIES:

5.1 The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against DPA or his official representatives. Also, at all times take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighborhood of the work against the same.

5.2 In case, the Dy. Conservator, DPA or his authorized representatives(s) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously. Contractor's personal shall not conflict with orders issued by Dy. Conservator, DPA or his/her authorized representative, while on duty. If any personnel is found to be undesirable to be employed in the work, due to administrative or any other reasons, the Contractor, if so directed by Dy. Conservator, Engineer-In-charge / Nodal Officer or his/her authorized representative shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of Engineer-In-charge / Nodal Officer or his/her authorized representative.

5.3 Any person so removed from the work shall be replaced within a period not more than 7 days at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

6) DEPLOYMENT:

6.1 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping,

Ministry of Ports, Shipping and Waterways, Customs etc. for deploying the tug for service in the port before tug are put into service. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations.

6.2 The mobilization period will be within 24 Months from the date of receipt of Letter of Acceptance by the contractor, issued by DPA. The date of commencement of the contract shall be from the actual date of deployment of ASTDS-GTTP Tug acceptance by DPA after joint survey.

6.3 Penalty will be levied @ 0.5% of annual contract price per week or part thereof for delay in delivery period as specified in this tender documents i.e. after the date of 24 months of delivery period. Maximum penalty towards this delay in delivery period shall be maximum of 5 % of the annual contract price.

6.4 Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of receipt of the Letter of Acceptance will be to the account of the successful bidder and no extension of time will be granted. However, the Chairperson DPA may consider for further extension of delivery period on viable justification submitted by the contractor on extra ordinary circumstances.

7) PENALTY:

7.1 Downtime Penalty during the entire chattering period for deployed ASTDS-GTTP Tug:

i. If tug is inoperative / unavailable due to reasons attributable to the contractor side and DPA is unable to utilize the tug, penalty will be levied from the time and date of such in-operative/unavailability after allowing any permissible down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to non-payment of charter hire charges on prorate basis (completed hourly basis) additional penalty as below shall be levied:

a	Upto 14 Days	15% of hire charges per day
b	15 - 21 Days	30% of hire charges per day
c	Beyond 21 Days	50% of hire charges per day

Beyond 45 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.

ii. This Clause will be operative, if the tug remains non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Downtime as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Dy. Conservator or his authorized representative for any reasons. In addition to the non- payment of charter rate for the period of non-availability of the tug, the Penalty shall be levied as per the provisions of the relevant clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

iii. This is first pilot project for GTTP compliant Battery Electric Tug, in case the GTTP tug is out of commission due reasons attributable to the contractor, the

contractor may submit request for consideration for extension of maintenance period without payment of hire rates & without penalties to the Competent Authority with justifiable reasons. The Justification will be examined and vetted by the Competent Authority and accordingly contractor will be intimated for the decision.

iv. In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by DPA officials, the cost of the same shall be recovered from the contractor as deemed fit by representatives of DPA i.e. EIC or authorized person. In case of serious cases, severe action shall be taken against those indulging in such activities.

7.2 Non-operational of GTTP Tug, due to reasons attributable to DPA side i.e. Power supply for battery charging, jetty maintenance etc. Hire rates will be payable as per tender, however GTTP Tug should be able to operate with available DG power installed on board Tug. If Tug is not able to operate on DG, penalty will be imposed as per Sub-clause no. 7.1 of Penalty Clause-7.

7.3 In case of any dispute related with GTTP Tug during the entire contract period with written communication/intimation by Engineer-In-charge / Nodal Officer or his authorized representatives, IRS (Marine) visit shall be arranged by the contractor and payment shall be made by the contractor directly for inspection. If IRS (Marine) observes DPA dispute is correct and GTTP Tug has deficiencies, rectification shall be carried out by the contractor within permissible downtime, delay in rectification penalties shall be imposed as per tender conditions Section-4, Clause-7 or Section-5, sub-clause (v) of Clause 11.2. If the IRS visit will not be arranged even after fourteen (14) days, penalty as mentioned under b & c of above table under Sub-clause no. 7.1 shall be imposed and below actions shall be followed by the contractor: -

i. The contractor has to provide a substitute GTTP compliant Tug with similar or better specification in sea worthy & efficient condition. The substitute Tug should be in possession of all necessary valid certificates & Class certification from IRS / any other classification society as approved & notified by the SSC (GTTP) along with GTTP Compliance certificate as per the provisions of ASTDS-GTTP SOP. The contractor should diligently take efforts to deploy the substitute tug at the earliest.

ii. Further, if the substitute ASTDS GTTP tug which are deployed by the contractor is not Indian built, same shall be required to operate for a maximum period of 90 days only from the date & time substitute tug are deployed and failure to deploy the originally offered tug within 90 days, the contract is liable to be terminated at the discretion of DPA. However, if the substitute GTTP compliant Tug offered is Indian built (similar or better specifications) and initially supplied GTTP Tug is beyond repair as per undertaking submitted by the contractor, the substitute Tug may continue for remaining currency period of contract. IRS visits and all the certification as required in this tender shall be the responsibility of the contractor at his own cost.

7.4 If the Contractor fails to provide the substitute tug as per clause no. 7.3 above after 45 days' contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidences. However, the Chairperson

DPA may consider for further extension on viable justification submitted by the contractor on extra ordinary circumstances.

7.5 Non-compliance with respective External FiFi class with foam compound will attract penalty as follows: -

Maintenance period of 12 days in a contract per year shall also be provided separately for FiFi system, similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

7.6 Non-compliance with Oil Spill Response Equipments will attract penalty as follows: **-**

Maintenance period of 12 days in a contract per year shall also be provided separately for Oil Spill equipments similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

Note: In case of non-operational of complete Tug, penalty will be imposed as mentioned under 7.1 to 7.3 and so in that case separate penalty 7.5 & 7.6 shall not be applicable.

8) Online Vessel Performance Monitoring System (VPMS) :-

i) VPMS shall take the data feed directly from the Green Tug Systems through appropriate API's developed for this purpose. The VPMS shall be successfully demonstrated to the satisfaction of the port before the delivery of the Green Tug.

ii) This system shall be independent of all automation & control systems on board the vessel. This system will be used to collect all the vessel operational parameters for monitoring the vessel performance and operations. This system shall interface to following equipment but not limited to:

1. GPS – Position & Time details
2. Speed Log – speed parameter
3. Battery Management System – Discharge power, State of Charge for the batteries
4. Diesel Generator – Running Status, power, Fuel consumption details
5. Propulsion System – power

iii) Above parameters can be obtained from individual equipment or integrated automation systems existing on board the vessel. All the parameters need to be recorded with common time stamp preferably the GPS time for analysis. The system shall be capable of storing at least 30 days data.

Sd./-

Signature & Seal of Contractor

Marine Engineer Grade -I
Deendayal Port Authority

A18. Section-5 of Tender No. CME/Mech.Division/1548/ GTTPtugs/2024 has been amended and shall be read as below:

SECTION-5

1) RIGHT TO ACCEPT OR REJECT ANY BID:

DPA reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. DPA is also within its rights to negotiate with any bidder for the early implementation of the award of contract.

2) DETERMINATION OF RESPONSIVENESS & NON-RESPONSIVENESS:

(a) RESPONSIVENESS CHECKLIST

The bid will be scrutinized to determine whether the bid is substantially responsive to the requirements of the bid documents, including technical specifications without any deviations or reservation. The decision of the DPA in this regard shall be final.

S.No	Description
1	Bid Submitted through E-Procurement.
2	Bid Form (Tender form) Form mentioned in Section 6
3	Bid Security Declaration Form mentioned in Section 6
4	Integrity Pact Form mentioned in Section 6
5	Profile of the bidder Form mentioned in Section 6
6	Pre-qualification criteria Documents with supporting documents. Form at Section -6
7	Power of Attorney and other applicable Form mentioned in Section 6
8	Technical Specification form filled Form mentioned in Section 6
9	PANCARD, GST, Company Registration documents.
10	Company Profile & Key Personnel documents.
11	Undertaking stating No Modification in Bid document
12	Bid document signed by Authorized person in all pages.
13	Undertaking letter/ form of not black listed
14	Undertaking letter/ form of no litigation
15	BOQ should be in INR in N-procure portal only

(b) NON-RESPONSIVE

The Bid is liable to be rejected as 'Non-Responsive Offer', if it is found that:

1. The Bidder includes/adds any condition/corrections in the Price Bid.
2. All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
3. The Charter Rate is not quoted as per BOQ as per the instructions given in the Bid.
4. The rates are quoted in a currency other than Indian Rupees.
5. Bid submitted without proof for ownership/legal possession or contractual obligation of the Tug/ relevant experience for eligibility as stated in the tender documents.
6. Tenders submitted without mentioning in detail the specification of the tug offered or those found non-conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.
7. Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as per mentioned in the applicable Sections.
8. The Tenders submitted without the performance guarantee as mentioned in clause mentioned in bid. (Once the contract awarded)
9. The tender submitted is not fulfilling the above responsive checklist criteria will be treated as non-responsive offer.
10. Fraudulent documentation by bidders: Submission of fraudulent documents shall be treated as major violation of the tender procedure and in such cases the Port shall resort to forfeiture of SD/BG of the bidder, apart from blacklisting the firm for the next 3 years.

3) CONFIDENTIALITY:

After the opening of bids, information relating to the examination, clarification, evaluation comparisons of bids and recommendations, concerning the award of contract shall not be disclosed to bidders or any other persons. Any efforts by the bidders to influence the process of examination, clarifications, Evaluation of bids and decisions concerning award of contract may result in rejection of the bidders bid.

4) NOTIFICATION OF AWARD AND DELIVERY:

i. Prior to the expiry of bid validity period prescribed in the bid, DPA will notify the successful Bidders through letter/s by email confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which DPA will pay to the contractor in consideration of the execution of the contract by the bidder.

ii. The tug have to be placed at disposal of DPA for shipping operations positively within 3 days after availability of tug at DPA and grant of permission by DPA. The contractor shall ensure that the tug are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green Tug Transition Program.

iii. Upon the receipt of Letter of Acceptance of the contract, the successful bidders shall prepare the Charter Party Agreement included in the Bid Document mentioned in Section-6 after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same

to DPA, duly executed on stamp paper for appropriate value within 14 days from the date of receipt of Letter of Acceptance. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to DPA.

iv. Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted.

v. No correspondence will be entertained from the unsuccessful bidders.

5) PERFORMANCE GUARANTEE:

i. The successful Bidder(s) shall sign the Agreement within 14 days from the date of receipt of Letter of Acceptance by the successful Bidder. The successful Bidder shall furnish the Security deposit, shall consist of two parts: (a) Performance Guarantee to be submitted after issue of LOA, and (b) Retention money to be recovered from Running Bills. Security deposit shall be 10% of the contract price, of which 5% of the accepted tender annual value for the entire period of the contract total of 17 years i.e. up to 02 years (mobilization period) + 15 Years of (charter period) prior in the form of Bank Guarantee (BG) or FDR or Digital transfer with claim period of twelve months before signing the agreement. The Bank Guarantee shall be furnished in the format enclosed as Section -6 (Form-8).

ii. The Performance Guarantee shall be submitted by the successful bidder in 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 Acceptance and 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 shall be refunded at end of every year with release of first RA bill of subsequent year.

iii. Successful Bidder has to submit the Performance security within 21 days of receipt of Letter of Acceptance (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.

iv. The Performance BG shall be released within three months after completion of the contract period, deducting the recovery of any claim of DPA. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.

v. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.

vi. The Bank Guarantee is required to be dispatched by the issuing bank directly to "The Employer" by Registered AD Post.

vii. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having is branch at Gandhidham.

viii. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.

ix. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.

x. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

6) COMPLIANCE WITH STATUTORY REQUIREMENTS:

6.1 The bidder shall at all times during the currency of the contract comply with all statutory regulations/rules in force from time to time.

(a) On board Crew wages shall be paid by the successful bidder as per the MUI/NUSI guidelines.

(b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.

(c) Bidder has to produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to DPA along with the monthly bill.

(d) The contractor shall have valid P&I Insurance for crew and insurance cover for employees other than crew.

(e) The contractor should comply all statutory labour laws and regulations in force.

6.2 The Contractor should comply statutory regulations in force from time to time. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the DPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the DPA shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the DPA is required or called upon to pay or reimburse on behalf of the Contractor from contractor's bills or Security Deposits.

6.3 The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc. The contractor to submit the copies of such certificates to DPA and produce the originals for verification as required.

6.4 The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws ofany local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the

Contractor may be requiredto incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment madeby the Contractor to his staff and labour.

7) MAINTENANCE AND OPERATION:

7.1 The contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Engineer-In-charge / Nodal Officer or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract. The tug should have provision for embarking/ disembarking of pilots as an when deemed necessary

7.2 The tug shall during the charter period be for all-purpose at the disposal of Engineer-In-charge / Nodal Officer and under their control in every respect. The Contractor shall maintain the tug, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the tug with unexpired classification of the class/MMD and with other required certificates in force at all times.

7.3 Engineer-In-charge / Nodal Officer shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent basis. Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the tug. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

7.4 The tug should have a set of competent and qualified Crew and as per MS Act manning requirement, enable to proceed to nearby neighbouring port without changing manning pattern.

7.5 The tug in-charge/officer shall execute Engineer-In-charge / Nodal Officer's instructions with the utmost dispatch and to render customary assistance with the tug crew. The Tug in- charge/officer to be under the order of Engineer-In-charge / Nodal Officer except as regards employment, agency or other arrangements. In case Engineer-In-charge / Nodal Officer incurs any expenditure with regard to any unlawful action by crew members or any personnel of contractor the same will be deducted from contractor's account.

7.6 Engineer-In-charge / Nodal Officer or its representative will give all instructions to tug in- charge/officer/crew in English only and the tug in-charge/officer/crew to keep full and correct logs in English, accessible to Engineer-In-charge / Nodal Officer.

7.7 A supervisor/ Liaison officer will have to be deputed by the contractor who has to ensure that the tug is always ready for deployment at Engineer-In-charge / Nodal Officer. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing DPA's scale of rates.

7.8 In case any damage is caused to the shore charging cable by the contractor, the same shall be replaced by the contractor at his own expense. In case Engineer-In-charge / Nodal Officer incurs expenditure due to non-replacement of the charging cable damaged by the contractor, the equivalent amount along with penalty shall be

deducted from the bill of the contractor. Non availability of tug caused from such damages to the shore charging cable by the contractor, will attract penalty on the daily charter rate as indicated in the tender document.

7.9 The bidder/contractor shall provide/supply of Lube oil.

8) FACILITIES PROVIDED BY THE PORT:

8.1 DPA shall provide AC shore power at jetty of 690 V, 50 Hz, 3 Phase for charging the on-board propulsion batteries free of cost. However, a separate meter of suitable capacity shall be installed by the contractor at his own cost for monitoring & record of Electrical consumption.

8.2 DPA shall provide LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Tug for the operation of the diesel generator of the Tug at DPA own cost.

8.3 DPA shall provide berth/jetty free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied. Fresh water if available will be supplied on payment basis as per the Scale of Rates.

8.4 The shore power for Hotel load and Propulsion Battery charging for Tug shall be provided by DPA free of cost at the jetty near to parking place of Tug, while on hire contract. However, if the shore power supply infrastructure is damaged due to mishandling including operations by the contractor, the same shall be repaired/ replaced by the contractor at his own expense. In case of non-compliance of such repairs/ replacement, the same shall be rectified by DPA and cost thereof along with penalty & supervisory charged (as per DPA norms) shall be deducted from the bills/Security Deposit of the contractor.

8.5 Contractor should exercise diligence in consumption of power provided free of cost by DPA.

8.6 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.

8.7 The employer may provide Port Quarters at Kandla on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behaviour, intoxication etc. in the port quarter shall be liable for cancellation of the same.

8.8 Assisting for issue of port entry passes to the staff engaged by the contractor and their vehicles during the period of contract.

8.9 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate. However, during contract period, contractor requests for satisfactory performance certificate for the successful completed period with details, same may be issued by DPA on merit.

8.10 The contractor shall confirm in all respects with the provisions of any such stature, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Board indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye laws.

9) ASSIGNMENT AND SUBLETTING:

The Contractor shall not sub-let the contract or any part thereof without the written permission of the DPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the DPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub- letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet and is not allowed.

10) CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

The Contractor after award of the work shall furnish names and depute qualified, personnel having sufficient experience in carrying out works of similar nature to whom instructions of works will be given. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Engineer-In-charge / Nodal Officer or his/her authorized representative.

11) RATES, AMOUNTS & TAXES:

11.1 CHARTERED RATE

The Bidder shall quote the Charter rate per day of 24 hrs tug in Indian Currency only in the format given as Bill of Quantities (BoQ) of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as non-responsive as per Sub-clause (b)-4 under Clause No. 2 of Section-5 and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period. The day means 24 hrs. of duration commencing from 0700 hrs. to 0700hrs of the following day.

11.2 CHARTERED AMOUNT

i. The daily hire rate amount quoted by the Bidder in column of in BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc. and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Tug shall bear all the costs of running the Tug for all the operational costs at DPA required for successful execution of contract.

ii. DPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing, LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) for DG set to the Bidder for the operation of the Tug. DPA shall also provide berth free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied and the shore power will be provided free of cost.

However, the contractor shall take written permission from DPA and shall erect necessary electrical accessories, KWH Meter, breakers, and cables at his own cost for availing shore connection for hotel load and propulsion battery charging load, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be tested periodically & in possession of valid certificates at all times.

iii. Any changes in basic price/rate and taxes & duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.

iv. During the break down period which exceeds the available down time period and additional extension granted by DPA, berth hire & port dues shall not be levied. Whereas, power & fuel cost shall be charged on the tug as per actual, up to the extension period granted by DPA or till termination of the contract. At the time of the end of the contract additional 5 days shall be provided, wherein, berth hire & port dues shall not be levied, whereas, power & fuel cost would be charged on the tug as per actual. After 5 days all applicable charges shall be levied as per prevailing DPA's scale of Rates till Tug departed from DPA.

v. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of DPA's Representative and if proved guilty of non-performance, the payment terms shall be as below:
   a) Bollard Pull less by 5% of required capacity: 90 % of daily hire charges.
   b) Bollard Pull less between 5% - 10 % of required capacity : 80 % of daily hire charges
   c) Bollard Pull less by 10% of required capacity : DPA has option to reject the Tug and shall be considered as non-operational.

11.3 TAXES

i. The daily charter hire rate amount quoted shall be inclusive of all taxes (except GST], duties, education cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Tug to DPA

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

iii. DPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable.

iv. Contractor/ Service provided/supplier etc. has to ensure timely and proper filing of GSTR I so that Deendayal Port Authority can avail tax input tax credit in timely manner. In case DPA NOT ALLOWED INPUT TAX CRREDIT due to failure on the part of the contractor/service provider/supplier etc. it will financial loss to the DPA and therefore the same shall be recovered from the payment/deposit of the contractor/service provider/supplier

12) PERIOD OF CONTRACT:

Period of Contract is 15 (Fifteen) years. Extension if any (up to 02 years) at sole discretion of DPA at same Charter rates, terms and conditions subject to satisfactory performance. The mobilization period will be within 24 Months from the date of receipt by the contractor, of the Letter of Acceptance issued by DPA.

13) PAYMENT TERMS:

13.1 DPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement. The contractor will submit the bill in triplicate in the 1st week of following month for payment.

13.2 Hire Rate of Tug per month = (Daily Charter hire Rate per day as per column of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).

13.3 In case of recoveries like penalties, or any dues to the DPA or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month-chartered bill amount or any outstanding amount payable to the contractor including Bank guarantee.

13.4 The contractor shall submit the monthly tax invoice. The tax invoice for each month shall be submitted by the contractor within 7 days from the end of the calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 30 days from the date of submission of invoice in all respects to Engineer-In-charge / Nodal Officer subject to compliance of all term's conditions. Engineer-In-charge / Nodal Officer will ensure to make the payment within the stipulated time. In case of any need for any clarification, Engineer-In-charge / Nodal Officer shall make the payment after seeking clarification and satisfactory clarification being submitted by the contractor. Contractor is not eligible to claim any compensation or interest for delayed payment. Engineer-In-charge / Nodal Officer may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

13.5 All payments shall be made in Indian rupees unless specifically mentioned.

NOTE:

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

a. Name of Party
b. Account No.

c. Branch Name
d. Branch Station
e. IFSC code of the bank
f. MICR code
g. Accepted for : - NEFT payment or RTGS payment Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal
Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

13.6 No Advance payment will be made.

13.7 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.

13.8 The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.

13.9 The tenderer has to quote the rate in terms of daily hire charges as per the format of "Schedule of Prices". The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 30 working days after submission by the contractor of the bill in duly certified by Engineer-in-charge / Nodal Officer. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only.

13.10 The contract will commence and terminate at the Port of Deendayal Port Authority.

13.11 **ECS PAYMENT**: The Bidders are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The Bidder would be required to provide the following particulars of their bank account along with their bid. The payment will be made through ECS only.

Sr. no.	Particulars of Bank Account	Details
1	Bank Name	
2	Branch name & address	

3	Phone No.	
4	Type of account	
5	Account number	
6	Nine-digit MICR Code number	
7	IFSC Code	
8	GST Number	
9	PAN Number	

The GST will be reimbursed by DPA, on reflection of ITC in DPA's GST portal.

14) INCOME TAX DEDUCTION:

14.1 The deduction of taxes at source if any shall be made by DPA and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor.

14.2 Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

14.3 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.

15) INSURANCE:

The Contractor shall take suitable comprehensive insurance at their cost for the Tug including hull, machinery P&I for the crew for performing various operations at DPA. The Contractor shall also take insurance against damages to DPA /3rd party property, P&I insurance for tug and personnel on duty. The Contractor to submit proof of payment of insurance premium to the Engineer-In-charge / Nodal Officer within 15 days from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the employer on demand or whenever necessary. During the charter period the tug shall be kept insured by Contractors at his expenses, against Marine Hull and Machinery and War Risk. DPA shall not be liable for any recovery or subrogation against contractors on account of loss of or any damage to the tug or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the tug. In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the contractor shall indemnify DPA against all claims and demands which would otherwise have been covered by such insurance.

16) LIEN:

DPA shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by DPA to the Contractor either alone or jointly

with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between DPA and the Contractor.

17) INDEMNITY:

17.1 Contract shall indemnify DPA and every member, worker and employee of DPA against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against DPA for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

17.2 Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the tug to the property of DPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

17.3 No official or employee of DPA shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

18) FORCE MAJEURE:

18.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.

18.2 "The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war".

18.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

18.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.

18.5 To meet any force majeure or extra ordinary situations wherein temporary substitution for ASTDS-GTTP Tug could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the contractor shall approach DPA to obtain specific clearance from SSC- GTTP, laying out the reasons for non -compliance, tenure of deployment and shall submit valid documentary evidences thereof

18.6 The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to be extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

18.7 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor, Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wards or revolutions, fires, floods, epidemics, quarantine restrictions, an d freight embargoes.

18.8 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

19) TERMINATION:

The Contract can be terminated under the following cases:

19.1 DPA reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.

19.2 Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender after giving three warnings in writing by DPA.

19.3 The Contractor fails to fulfil the statutory requirements and other conditions as indicated in the Tender Document for operation of the Tug.

19.4 When the Bollard Pull of the Tug falls below norms set in scope of work.

19.5 In case of indiscipline of the crew of the tug or refusal to carry out the orders of Engineer-In-charge / Nodal Officer or his/her authorized representative(s).

19.6 During the pre-acceptance trail or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.

19.7 In case the contract is terminated for any of the above reasons, the performance guarantee submitted by the contractor shall be forfeited.

19.8 The Board may, without any prejudice to any other remedy for breach of contract by written notice of default sent to the Contractor, terminate the contract in whole or in part:

(i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;

(ii) if the Contractor fails to perform any other obligation under the contract

and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

19.9 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

19.10 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.

19.11 The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.

19.12 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.

19.13 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.

(a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.

(b) The contractor becomes bankrupt.

(c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and

(d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.

(e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid pricesat artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".

(f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.

(g) Any material lying at site will not be removed without the prior written permissionof Engineer in Charge.

20) CHANGES IN CONSTITUTION:

Any change in constitution of either party at any time after this tender shall not

affect the contract. Accordingly, parties or their successors/permitted assignees would continue to enjoy the rights and responsibilities after any change in constitution of either or both the parties during the course of the charter / contract.

21) CANCELLATION OF CONTRACT /PERFORMANCE GUARANTEE FORFEITURE:

If the Contractor fails to submit the required documents to Engineer-In-charge/ Nodal officer after carrying out the trials and tests by third party (IRS or any other classification society as approved and notified by SSC-GTTP) at DPA and it is found that the tug is not in position for subsequent deployment at DPA, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

22) FORECLOSURE:

DPA has the right to foreclose the contract for National Security, National Emergency and in general public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared power **(except sub-clause no. (v) under Clause no. 11.2 of Section-5).** DPA will endeavor to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

23) DISPUTE RESOLUTION AND ARBITRATION:

23.1 In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairperson, DPA Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.

23.2 The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Gandhidham shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Gandhidham, and the arbitration proceedings shall be conducted in English.

23.3 The parties agree that the Arbitration pursuant to the section 5 Clause 24 Sub

Clauses 1 and 2 aforementioned shall be "fast track arbitration" and undertake that the parties shall share the expenses thereof in equal proportion.

23.4 The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairperson, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.

23.5 Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairperson, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

24 ARBITRATION:

i. The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.

ii. The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.

iii. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairperson for sole arbitration by himself or by any officer appointed by him.

iv. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.

v. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairperson then holding the office shall arbitrate

vi. himself or appoint any officer to act as arbitrator.

vii. It is also a term of this contract that no person other than the Chairperson himself for any officer appointed by him shall act as arbitrator.

viii. It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

ix. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.

x. It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.

xi. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.

xii. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.

xiii. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.

xiv. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

xv. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be pied equally by both the parties.

xvi. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.

xvii. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

25 POLLUTION DAMAGE:

Contractor shall be liable for pollution damage and the cost of cleanup which has caused by the tug (Deployed by the Contractor under the agreement to DPA) and / or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause of allow the discharge, spills or leaks or any pollutants from any source whatsoever. Contractor should exercise due diligence during bunkering by taking adequate oil pollution preventive measures including but not limited to deployment of boom all around the craft.

26 CERTIFICATES:

The Contractor shall comply with all acts, regulations and bye laws related to operation of the tug in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, MMD, IR Class/ any other classification society approved and notified by SSC-GTTP etc. for deploying the tug for service in the port, before the tug is put into service as per MS Act.

27 MANNING:

27.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighbouring ports without changing the manning pattern at all times as per the requirements of MS Act. The contactor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor

27.2 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to Engineer-In-charge / Nodal Officer and produce the originals for verification as required also when crew change, their COC should be submitted to Engineer-In-charge / Nodal Officer.

27.3 The contractor shall at his own expenses provide all safety gears for all the employees engaged during the work.

27.4 All other operations required in connection with berthing and un-berthing of vessel operations within the port and such other operations as are conventionally performed by tug. In addition, render assistance to neighbouring port (without changing manning pattern of the Tug as prescribed by authority of DPA or any other work authorized by Engineer-In-charge / Nodal Officer or his/her representatives.

27.5 The successful Bidder is required to operate the tug in accordance with the class requirements and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guidelines issued by DG (Shipping) for performing coastal voyages at all times while on contract with DPA. Only Indian Nationals will be allowed to work in the tug. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of tug as per the statutory provisions.

27.6 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.

27.7 The bidder shall provide adequate manpower as per MS act & Manning for performing the coastal voyage at all times during the currency of contract.

27.8 The crew should be with proper certificates, documents and other certificate applicable to seafarers (with valid CDC, Passport, SID etc). The contractor will be required to submit the attested copies of such certificates to Engineer-In-charge / Nodal Officer and produce the originals for verification as required.

27.9 The contractor shall make repatriation for crew members from/ to their home town during Sign on/ off as the case may be.

27.10 The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at DPA site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken by the contractor.

27.11 During the currency of contract P&I certificate for crew to be kept valid at all time for the crew related claims. In case of non-compliance, DPA has the right to pay such claims and recover from the monthly tax invoice.

27.12 The wages and other relevant applicable payments to the personnel to be made only through bank transactions and record of the same to be maintained for periodical verification.

27.13 The contractor should comply all rules and regulations as per state/central/labour act as on date.

28 CHANGE OF CREW:

The bidder shall bring to the notice of Engineer-In-charge / Nodal Officer during the change of deployed crew. All required certificates should be submitted.

29 MAINTENANCE OF CLASS:

The Bidder shall confirm to maintain the tug in its original IRS class or any other classification society as approved and notified by SSC-GTTP, during the entire contract period. Engineer-In-charge / Nodal Officer should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the tug in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the tug and to provide the Class certificate and GTTP Certificate at the Bidder's cost.

30 CONTRACT AGREEMENT:

The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 300/- as per DPA format for the due and proper fulfilment of contract within 14 days from the date of receipt of letter of Acceptance (LOA) by the contractor. Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with LOA shall constitute a binding contract between the DPA and the Contractor. The Bidder in consideration of payments to be made to him shall execute the contract agreement as described in the tender including any amendments or additions or alterations or changes thereto.

31 ACCESS TO PORT AREA:

For the R.F.I.D. / gate entry passes for inspection for the purpose of making the offer or for the execution of work for successful bidder, the bidder shall contact Engineer-In-charge or his representative of CME Department. The gate entry pass may be on chargeable basis as per Port's Scale of Rates. For long term port entry/exit passes, the contractor needs to obtain police verification to all the personnel deployed at Port with regard to their contract. No crew members should leave the craft without permission of DPA.

32 BREAKDOWN MAINTENANCE:

32.1 The breakdown time of the tug shall commence, when the tug fails to report for the operations, whenever the signal station or Officers-in-charge of operation makes requisition for the tug and the tug are not made available due to breakdown or for any other reasons. After the completion of the Breakdown maintenance, the

Master/Engineer of the tug has to inform the readiness of the tug to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end

32.2 The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 12 days a year. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

32.3 The designated Officer (Flotilla Superintendent) to look after the Operation of the Chartered tug nominated by the Dy. Conservator shall maintain the records relating to Breakdown tug Operation, BP, Fuel oil (LSHF HSD) issued and consumed, shore power charging utilized, running hours, Maintenance Period and other statutory information designated officer shall scrutinize the logbook and shall certify the details of the Operation including Breakdown and Maintenance of the tug, Fuel oil consumption and send monthly report to Engineer-In-charge / Nodal Officer.

33) FIRM CONTRACT PRICE:

The quoted rates shall be firm throughout the tenure of the contract. No Escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

34) TRAINING:

34.1 The crew needs to attend training and in drills conducted by DPA /other authorities from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions.

34.2 Also, the contactor should impact periodical training to all crew and shore personnel and the training records may be submitted to DPA on quarterly basis.

34.3 As the tug is on long term charter with DPA, in case if port warrants internship training for students, the same to be imparted to the students as per DPA instruction.

35) VERACITY VERIFICATION:

35.1 DPA reserves the right to verify the veracity of submitted/uploaded documents (For previous work experience & financial turnover as mentioned in PQC clause) from the issuing authority i.e. previous employer/Govt/PSU/UDIN etc. directly.

35.2 If veracity is not received by DPA from previous employer/Govt/PSU/UDIN etc., the bidder will be intimated to support in obtaining the same for proceeding further evaluation process.

35.3 In situations where the process of veracity verification cannot be established, DPA may not be in position to consider the respective bidder for further evaluation process. DPA 's discretion will be final in this regard.

36) SUBSTITUTE TUG PROVISION:

36.1 In case the successful bidder is not able to provide required ASTDS-GTTP tug within 24 months of delivery period, then the contractor may be exercise option of

offering alternate similar specification battery electric tug meeting the operational requirements of DPA well in advance to avoid penalty (Clause 6.3 of Section 4), on the condition that the tug initially offered shall be substituted with an Indian Built Tug as per the ASTDS-GTTP not later than 90 days from the date of commencement of the charter, failing which the penalty shall be imposed as per Clause 6.3 of Section 4. However, the Chairperson DPA may consider for further extension of delivery period on viable justification submitted by the contractor on extra ordinary circumstances.

36.2 In case of substitution of Tug offered by the contractor, same may be allowed by DPA only for similar or higher capacity ASTDS GTTP compliant Tug. If the Bollard Pull certificate is older than six months before the date of actual deployment of substitute Tug, new Bollard pull test certificate shall be submitted by the contractor at contractor's own cost towards it. Contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, as third party Survey at contractor's own cost. Trials of substitute Tug by IRS Surveyor shall be carried out in the presence of DPA 's Representative(s) at DPA with full manning crew. Survey report, inspection report and speed trial report by IRS or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, shall be submitted to DPA for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at DPA and the Tug shall be under class throughout the contract period. After 7 days all applicable charges i.e. Port dues and other charges shall be levied as per prevailing DPA's scale of Rates till Tug accepted by DPA or departed from DPA.

37) Third Party Inspection:

37.1 The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection shall be borne by DPA.

37.2 The monthly payment shall be released after certifying by the third party for compliance of tender requirements and copy of the same shall be produced by Agency for releasing the monthly payment as per Payment Terms.

37.3 A joint survey with IRS Class (Marine) will be arranged by the contractor to be carried out at the DPA before the vessels are accepted, to assess their conditions, quantity (ROB) of bunkers on board etc. Similarly, an off hire survey will be carried out at DPA before the vessels are released to the Contractors from DPA by IRS. The cost of ROB at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL. Similarly, the ROB at the time of off hire will be deducted from the contractor's bill at the prevailing rates of IOCL. The charges towards on hire and off hire survey by IRS shall be borne by the contractor during the entire period of contract.

Sd./-

Signature & Seal of Contractor

Marine Engineer Grade -I
Deendayal Port Authority

SECTION 6

A19. FORMS: Integrity Form-3 (Page-71 of tender document) has been replaced by latest Integrity pact as Form -3(A) as follows:

FORM-3 (A)

(INTEGRITY PACT)

SPECIMEN LETTER OF INTEGRITY PACT

(To be executed on Rs. 300/- non-judicial stamp paper)

INTEGRITY PACTBETWEEN
DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members) hereinafter referred to as **"The Bidder / Contractor"**

Preamble: The Principal intends to award, under laid down organizational procedures, contract(s) /concession(s) for Tender No. ..... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 - Commitments of the Principal

(1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal will, during the tender process treat all Bidder(s) with

equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage inrelation to the tender process or the contract execution.

(c) The Principal will exclude from the process all known prejudicial persons.

(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 - Commitments of the Bidder(s) / Contractor(s)

(1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.

a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender processor the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantageof any kind whatsoever during the tender process or during the execution of the contract.

b. The Bidder(s) / Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non- submission of bids, or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) will not use improperly, for purposes of competition, or personal gain, or pass on to others, any information or document provided by the Principal, as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any otherintermediaries, in connection with the award of the contract.

f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

Section 4 - Compensation for Damages

(1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principalis entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of theContract Value or the amount equivalent to Security Deposit /Performance BankGuarantee, whichever is higher.

(3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

Section 5 - Previous transgression

(1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.

(2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned

in "Guidelines on Banning of Business dealing".

Section 6 - Equal treatment of all Bidders / Contractors

(1) In case of a Joint Venture, all the partners of the Joint Venture will enter intoagreement with identical conditions as this on which all Bidders.

(2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

Section 8 - External Independent Monitor

(1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.

(2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential.He / she reports to the Chairperson of the Board of the Principal.

(3) The Bidder(s) / Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal including that provided by the Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder /Contractor with confidentiality.

(4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Bidder /Contactor. The parties offer to the Monitor the option to participate in such meetings.

(6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the management to discontinue, or take corrective action. The Monitor can in this regard submit non- binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.

(8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(9) The word "Monitor" would include both singular and plural.

Section 9 - Pact Duration

9.1 This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.

9.2 If any claim is made/lodged during this time, the same shall be binding and continueto be valid despite the lapses of this pact, as specified above unless it is discharged/determine by the Chairperson of DPA.

Section 10 - Other Provisions

(1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.

(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.

(3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

(4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.

(6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.

समुद्री अभियंता श्रेणी- I
दीनदयाल पत्तन प्राधिकरण
Marine Engineer Gr-I
Deendayal Port Authority

(For & on behalf of the Principal)
(Office Seal)

(For & on behalf of the Bidder/Contractor)
(Office Seal)

Place : Gandhidham

Date : ____/___ /20

Signature of Witness
(Sign, Name & Address)

ASST. ENGINEER (M),
SUB DIVISIONAL OFFICER
DEENDAYAL PORT AUTHORITY

Signature of Witness
(Sign, Name & Address)

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per NIT) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been nominated by DPA as Independent External Monitors and whose address is as under:

(1) **Shri Amiya Kumar Mohapatra, IFoS (Retd.),**
Qrs. No. 5/9, Unit-9, Bhoi Nagar,
Bhubaneswar-751022.
Mobile No. 9437002530
email: amiyaifs@gmail.com

(2) **Dr. Gopal Dhawan, Ex-CMD, MECL**,
House No. 120, Jal Shakti Vihar
(NHPC Society) P4, Builders Area,
Greate Noida Gautam Budh Nagar,
Utter Pradesh- 201315.
Mobile No. 8007771467
email: gdhawangeologist@gmail.com

A20. FORM no. 24 and 25 added in the tender document shall be uploaded with the tender documents along with other Forms (duly signed and stamped):

Form- 24: Undertaking from Shipyard in India

(To be given on Shipyard Letter Head)

Date:

To, _____

_____

Sub: Undertaking from Shipyard

Tender Reference No: _____

Name of Tender / Work: -

_____

_____

Dear Sir,

We, M/s _____, hereby confirm and declare that,

1) The total work, including procurement, construction, deployment, and readiness for operation, would be completed within 24 months from the date of receipt of Letter of Acceptance by the contractor, issued by DPA.
2) The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
3) We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of work order.
4) After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognised classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I.
5) We are situated in India and have the experience of constructing at least 03 crafts of 500 Gross Tonnage and above over the past seven years ending 31st March of previous financial year.

Yours Faithfully,

(Signature of the Shipyard, with Official Seal)

Form- 25: Undertaking from ESS Integrator/ Provider

(To be given on Company Letter Head)

Date:

To,
_____
_____

Sub: Declaration for Undertaking from ESS Integrator/Provider
Tender Reference No: _____
Name of Tender / Work: -
_____
_____

Dear Sir,

We, M/s _____, hereby confirm and declare that we have a pre submission tie-up with the bidder / shipyard M/s_____ for providing Energy Storage System (ESS) & Battery Management System for a GTTP Compliant Green Tug as per above mentioned tender reference no. of DPA requirements.

We shall be responsible for making seamless arrangements to operate the tug in variable hybrid modes by supplying predetermined or selected electrical power from generators and batteries as per the requirement of the DPA.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

दीनदयाल पत्तन प्राधिकरण
DEENDAYAL PORT AUTHORITY

DEENDAYAL PORT AUTHORITY

MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1548/GTTPtugs/2024

TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA

Corrigendum-1

Date :- 09.01.2025

With the approval of Competent Authority, it has been decided to extend the pre-bid meeting date. Accordingly, rescheduled dates are as below:

Event Description and Date	Rescheduled Event Description and Date
Date & Place of Pre-Bid Meeting :- 10/ 01 /2025@ 15.00 Hrs. in the Board room	Date & Place of Pre-Bid Meeting :- 21/ 01 /2025@ 15.00 Hrs. in the Board room

All other conditions shall remain unaltered.