



வ.உ.சிதம்பரனாரி துறைமுக ஆணையம்

वी. ओ. चिदम्बरनार पत्तान प्राधिकरण

V.O. Chidambaranar Port Authority

(Ministry of Ports, Shipping & Waterways, Government of India)
Administrative Office, Harbour Estate, Tuticorin-628 004

Tamilnadu

MARINE DEPARTMENT

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Certified under
IMS - ISO 9001:2015; ISO
14001:2015 & ISO 45001:2018
and ISPS Compliant Port

No: MAR-TECH0TEND(HIRE)/1/2022-MarineHM (3186)/D.277

Date: 24/07/2024

CORRIGENDUM- II

Subject: "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years".

Tender No.: M-TECH/60T BP and above Tug/ASTDS/2024-25
Estimated value: ₹82,84,68,000 plus applicable GST.

The following corrigendum for the subject tender is hereby attached as annexure-II based on the clarifications raised by the bidders during the Pre-bid query meeting held on 08/07/2024 and after the review of the tender conditions by the tender committee. This will also form and be part of the tender document.

All other terms and conditions remain unchanged.


Dy. Conservator

V.O. Chidambaranar Port Authority
Marine Department
Corrigendum

Tender no: M-TECH/60T BP and above Tug/ASTDS/2024-25

Estimated value: ₹82,84,68,000 plus applicable GST.

Pre-bid meeting date and time: 08/07/2024 at 1530hrs

Venue: Chamber of Dy. Conservator, VOCPA

Sl. No	Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum issued (Read as)
1.	Corrigendum 1	13	SECTION- II 3. IMPORTANT INSTRUCTIONS TO TENDERERS 3.6. PERFORMANCE SECURITY: (xiii) The Bank Guarantee furnished towards the performance security shall be valid up to the completion of the warranty period and shall have a claim period of three months after the successful completion of the warranty period. In case of an extension of the warranty period, Bank Guarantee has to be extended for a further period as required by V.O. Chidambaranar Port Authority to cover the warranty period. Any expenditure in this regard will be borne by the supplier.	SECTION- II 3. IMPORTANT INSTRUCTIONS TO TENDERERS 3.6. PERFORMANCE SECURITY: (xiii) The Bank Guarantee furnished towards the performance security shall be valid up to the completion of the contract tenure and shall have a claim period of three months after the successful completion of the warranty period. In case of an extension of the warranty period, Bank Guarantee has to be extended for a further period as required by V.O. Chidambaranar Port Authority to cover the warranty period. Any expenditure in this regard will be borne by the supplier.

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2.	Corrigendum 2:	14	<p>3. Important Instructions to Tenderers 3.9 Force Majeure FORCE MAJEURES: (A)In this clause “Force Majeure” means and exceptional event or circumstances, a) which is beyond party's (Employer or Contractor) control b) which such party could not reasonably have provided against before entering into the contract c) which, having arisen, such party could not reasonably have avoided or overcome d) which is not substantially attributable to the other party Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.</p> <ul style="list-style-type: none"> • Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc. • War hostilities (whether war to be declared or not), invasion, act of foreign enemies. • Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war. 	<p>3. Important Instructions to Tenderers 3.9 Force Majeure FORCE MAJEURES: (a)The term “force majeure” as employed herein shall mean including but not limited to, acts of god, war, revolt, riot, fire, flood and acts and regulations of the Government of India or any of its authorized agencies. In the event of either party being rendered unable by force majeure to perform any obligation required to be performed by them under this agreement, the relative obligation of the affected party by such force majeure shall be suspended for the period during which such cause lasts.</p> <p>(b)Upon the occurrence of such cause and upon its termination the party alleging that it has been rendered unable as aforesaid thereby shall notify the other party immediately in writing of the alleged beginning and ending thereof giving full particulars and satisfactory proof and it cannot be claimed ex-post facto. The clause does not excuse a party’s non-performance entirely, but only suspends it for the duration of the Force Majeure.</p>

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			<ul style="list-style-type: none"> • Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub- contractor. • Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity. • The failure of the party to fulfill any of its obligations here under shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract. 	(c)The time for performance or relative obligations suspended by the force majeure shall be extended by the period for which the cause lasts or condoned by the Employer without any penalty. If the work is suspended by force majeure conditions lasting for more than 1(one) month , the Port shall have the option of cancelling the Contract in whole or in part thereof at its own discretion. Any situation of force majeure shall not be payable by the Port under any circumstances. For the period of force majeure, no amount shall be payable to the Contractor.
3.	Corrigendum 3:	19	<p>Section-II - 3. IMPORTANT INSTRUCTIONS TO TENDERERS</p> <p>3.21 OPENING AND ACCEPTANCE OF TENDER:</p> <p>3.21.1. Technical Bid will be opened by e-tendering procedure on the scheduled date and time i.e. on 08/07/2024 at 1530 hrs. in the presence of such tenderers who wish to be present at the time of opening.</p>	<p>Section-II - 3. IMPORTANT INSTRUCTIONS TO TENDERERS</p> <p>3.21 OPENING AND ACCEPTANCE OF TENDER:</p> <p>3.21.1. Technical Bid will be opened by e-tendering procedure on the scheduled date and time i.e. on 30/07/2024 at 1530 hrs. in the presence of such tenderers who wish to be present at the time of opening.</p>

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4.	Corrigendum 4:	22	<p>Section-II 3. Important Instructions to Tenderers 3.28 Minimum Eligibility Criteria for Qualification: The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for Minimum Qualification Criteria viz. LOA/Work Order/Agreement copies for similar works, Satisfactory Work Completion Certificates from client's letter head (Not in bidder's letter head) indicating contract period & Total executed contract value excluding GST and Fuel Cost. TDS certificate towards the proof of payment received from the clients to be submitted.</p>	<p>Section-II 3. Important Instructions to Tenderers 3.28 Minimum Eligibility Criteria for Qualification: Note: The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for Minimum Qualification Criteria viz. LOA/Work Order/Agreement copies for similar works, Satisfactory Work Completion Certificates from client's letter head (Not in bidder's letter head) indicating contract period & Total executed contract value excluding GST and Fuel Cost. In case of experience in Port Sector (Private), the bidder has to submit TDS certificate for the past experience & TDS certificate towards the proof of payment received from the clients to be submitted.</p>
5.	Corrigendum 5:	25	<p>SECTION –III - SCOPE OF WORK 6.TUG REQUIREMENT: (i) In Case Newly Built Tug as Per ASTDS Readily Available by The Bidder: a) As per the Outline Technical Specification vide no. Rev 1/30 Aug 2021, issued by Cochin Shipyard Limited.</p>	<p>Section- III - 6. TUG REQUIREMENT: At the time of submission of bids, the Tug offered by the bidder should be either of the following: (i) IN CASE NEWLY BUILT TUG AS PER ASTDS READILY AVAILABLE BY THE BIDDER:</p>

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		25	<ul style="list-style-type: none"> • However, the contractor shall commence the contract on 11th October 2025. <p>(ii) In Case ASTDS Tug Not Readily Available and The Bidder Intends to Supply New Built Tug Construction in India as Per ASTDS And Substitute Tug for Commencement of Contract</p> <p>(ii) However, the new ASTDS Tug shall be provided not later than 18 months from the date of issue of work order, failing which penalty will be levied as per Section -VII Clause no.2(B).</p>	<p>a) As per the Outline Technical Specification vide no. Rev 1/30 Aug 2021, issued by Indian Ports Association (IPA).</p> <p>b) However, such tug, when agreed, the bidder shall provide the scanned notarized copy of latest test certificate of offered Tug issued by the Classification Society, Valid registry certificate, Valid Class certificate for age proof, GA Plan, Latest Bollard Pull test certificate issued by IRS or any member of IACS, Engine Manufacture's data/ Shop test record for Main and Auxiliary Engines in support of fuel consumption at 100% MCR and other documents to prove the technical specification/requirement of offered tug.</p> <p>c) Broad specification requirements of new ASTDS tug shall be with all technical particulars without any ambiguity as per clause no. 1 of section IV.</p> <p>Bidder should submit the following along with Technical bid:</p> <ol style="list-style-type: none"> i. Technical details of new tug as per ASTDS in Annexure -5 ii. Fuel Consumption of the new tug as in Annexure -18 iii. Valid Class Certificate (IACS)

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				<p>iv. Tug Registration Certificate v. Tug GA Plan</p> <p>However, the contractor shall commence the contract on completion of 18 months from the date of issue of work order.</p> <p>(ii) In Case ASTDS Tug Not Readily Available and Requirement of the Substitute Tug:</p> <p>i. In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not readily available and the bidder intends to construct new built tug in India as per ASTDS, then bidder will be allowed to provide suitable type and capacity Substitute Tug till deployment of the new built 60T Bollard Pull ASTDS Tug. Substitute Tug shall be 60T Bollard Pull and above with broad specifications and requirements shall be without any ambiguity as mentioned in clause no.2 of section-IV (with all necessary valid certificates). Bidder should submit the following along with Technical bid:</p> <p>a) An Undertaking as in Annexure -19. b) Technical details of substitute tug as in Annexure -5.</p>

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				<p>c) Valid Class Certificate (IACS) of substitute tug.</p> <p>d) Tug Registration Certificate of substitute tug.</p> <p>e) GA plan of substitute tug.</p> <p>f) Bollard Pull Certificate of substitute tug.</p> <p>g) Charter Hire Agreement / MOU (in case of not owning the substitute Tug) from the concerned party from whom he intends to hire the Tug. The Charter Hire Agreement / MOU for hire should be submitted along with Technical bid in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that the Tug is hired exclusively for VOCPA.</p> <p>ii. Any delay in delivery of the Tug by the owner / bidder or builder of the Tug or transshipment delays or any other reason excluding force majeure will not be accepted and penalty shall be imposed as mentioned above.</p> <p>iii. If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in Annexure-18, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.</p>

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				<p>iv. In case the bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug to commence the contract, Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).</p> <p>v. However, the new ASTDS Tug shall be provided not later than 18 months from the date of issue of work order, failing which penalty will be levied as per Section-VII Clause no.2(B).</p> <p>(iii) TUG UNDER CONSTRUCTION:</p> <ul style="list-style-type: none"> • In case the Tug is under construction at the time of submission of bid and which would be delivered not later than 18 months from the date of issue of work order, failing which penalty will be levied as per Section-VII Clause no.2(B). The bidder should submit the following along with Technical bid: <ul style="list-style-type: none"> a) Technical details of new tug as per ASTDS in Annexure- 5. b) Fuel Consumption of ASTDS tug in Annexure – 18.

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				<p>c) Undertaking stating that the Tug would be delivered within the delivery schedule of the Tender (for ASTDS Tugs meeting delivery schedule of Tender)</p> <p>d) MOU/ Agreement with shipyard for New Built Tug in a non-judicial stamp paper (₹100) and confirming arrangement for construction of tug meeting the specification of ASTDS-Tentative Delivery date to be mentioned mandatorily.</p> <p>However, the contractor shall commence the contract on completion of 18 months from the date of issue of work order.</p>
6.	Corrigendum 6:	40.	<p>Section VII – Penalty. 2. Rate of Penalty (A) PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT: If the newly built tug as per ASTDS is not deployed within 18 months from the date of commencement of the contract, penalty will be imposed @ 25% of quoted rate per day + GST or part thereof for the delayed period till for another 02 months. If the newly built tug is not deployed within 20 months (18 months from the date of commencement of the contract + 02 months penalty period), the contract/s shall be liable to be terminated and the Performance Security will be forfeited.</p>	<p>SECTION VII- PENALTY RATE OF PENALTY:</p> <p>(A) PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT</p> <p>The successful bidder shall commence the contract on completion of 18 months from the date of issue of the work order and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III.</p> <p>If the contractor fails to commence the contract on completion of 18 months from the date</p>

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				<p>of issue of the work order, penalty will be levied as stated below: -</p> <ul style="list-style-type: none"> • Up to 2 months (later than 18 months from the date of issue of work order) = 40 % on daily hire charges • 2 months to 3 months = 50 % on daily hire charges. • Beyond 3 months = 100 % on daily hire charges. <p>(B) PENALTY FOR DELAYING DEPLOYMENT OF NEW BUILT TUG</p> <p>If the newly built tug as per ASTDS is not deployed on completion of 18 months from the date of issue of work order, penalty will be imposed @ 25% of quoted rate per day + GST or part thereof for the delayed period till for another 03 months. If the newly built tug is not deployed within 21 months (18 months from the date of issue of work order + 03 months penalty period), the contract/s shall be liable to be terminated and the Performance Security will be forfeited.</p>
7.	Corrigendum 7	42	<p>Section VIII - GENERAL CONDITIONS OF CONTRACT 1. TERMINATION FOR DEFAULT / DEBARMENT (f) The V.O.C Port Authority has the right to foreclose the contract for National security,</p>	<p>SECTION VIII - GENERAL CONDITIONS OF CONTRACT clause no 36: V.O.C Port Authority has the right to foreclose the contract for National security, National</p>

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			National emergency and in general public interest or for any reasons, the V.O.C Port Authority feels deemed fit. The V.O.C Port Authority will issue a written notice of not less than six months of the intended foreclosure to the contractor specifying therein reasonable details. The contractor shall continue to work in the notice period at the same terms and conditions.	emergency and in general public interest or for any reasons, the V.O.C Port Authority feels deemed fit. The V.O.C Port Authority will issue a written notice of not less than six months of the intended foreclosure to the contractor specifying therein reasonable details. The contractor shall continue to work in the notice period at the same terms and conditions.
8.	Corrigendum 8	14	<p>3.8 COMMENCEMENT OF CONTRACT & LIQUIDITY DAMAGE(LD): The successful bidder shall commence the contract on 11th October 2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III. If the contractor fails to comply with the date for commencement of contract, on 11th October 2025, penalty (LD) will be levied as per Clause no.2(A) of section-VII.</p> <ul style="list-style-type: none"> • Up to 2 months (later than 11th October 2025) = 40 % on daily hire charges • 2 months to 6 months = 50 % on daily hire charges. • Beyond 6 months = 100 % on daily hire charges 	<p>3.8 COMMENCEMENT OF CONTRACT & LIQUIDITY DAMAGE(LD): The successful bidder shall commence the contract on completion of 18 months from the date of issue of the work order and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III. If the contractor fails to commence the contract on completion of 18 months from the date of issue of the work order, the penalty (LD) will be levied as per Clause no.2(A) & (B)of section-VII.</p>
9.	Corrigendum 9	24	<p><u>Section II 1. Invitation to Tender (1.4):</u> The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender. The date of commencement of work is on 11th October 2025.</p>	<p><u>Section II 1. Invitation to Tender (1.4):</u> The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender. The commencement of the contract is on</p>

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			<p>Section III Scope of work 4. Commencement of contract: The successful bidder shall commence the contract on 11th October 2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III. If the contractor fails to comply with the date for commencement of contract, on 11th October 2025, penalty (LD) will be levied as per Clause no.2(A) of section-VII.</p>	<p>completion of 18 months from the date of issue of the work order.</p> <p>Section III Scope of work 4. Commencement of contract: The successful bidder shall commence the contract on completion of 18 months from the date of issue of the work order and the tug to be deployed for service as stipulated in Clause no.6 of Section-III Tug requirement. If the contract fails to commence the contract on completion of 18 months from the date of issue of the work order, the penalty (L.D) will be levied as per clause no.2 (A) & (B) of section VII.</p>
10.	Corrigendum 10	37	<p>SECTION- VI PAYMENT TERMS 1. REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE: On the date of commencement of service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates. If the Operator fails to commencement of service on 11th October 2025, Penalty as per Section VII of Clause no. 2(A) shall be imposed, provided the reason mentioned by the bidder is justified to the entire satisfaction of the Competent Authority VOCPA as per</p>	<p>SECTION- VI PAYMENT TERMS 1. REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE: On the date of commencement of service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates. If the Operator fails to commence the service on completion of 18 months from the date of issue of the work order, Penalty as per</p>

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			subject tender. This is at the sole discretion of the Chairperson, VOC Port Authority.	Section VII of Clause no. 2(A) & (B) shall be imposed, provided the reason mentioned by the bidder is justified to the entire satisfaction of the Competent Authority VOCPA as per subject tender. This is at the sole discretion of the Chairperson, VOC Port Authority.
	Corrigendum 11	84	<p>Annexure 19 LETTER OF UNDERTAKING</p> <p>We hereby undertake that newly built tug (as per ASTDS) as in Annexure - 5 will be deployed for operation within 18 months from the commencement of contract.</p> <p>Also, we undertake that substitute tug as per Clause No. 6(ii) under Section III will be deployed for commencement of contract on 11/10/2025 from the date of issue of Work Order.</p>	<p>Annexure 19-LETTER OF UNDERTAKING</p> <p>We hereby undertake that newly built tug (as per ASTDS) as in Annexure - 5 will be deployed for operation on completion of 18 months from the date of issue of work order.</p> <p>Also, we undertake that substitute tug as per Clause No. 6(ii) under Section III will be deployed for commencement of contract on completion of 18 months from the date of issue of Work Order.</p>
	Corrigendum 12	30	<p>SECTION – IV- BROAD SPECIFICATION OF THE TUG</p> <p>2. BROAD SPECIFICATION OF SUBSTITUTE TUG (FOR COMMENCEMENT OF CONTRACT ONLY)</p>	<p>SECTION – IV- BROAD SPECIFICATION OF THE TUG</p> <p>2. BROAD SPECIFICATION OF SUBSTITUTE TUG</p>
	Corrigendum 13	21	<p>Section II 3. IMPORTANT INSTRUCTIONS TO TENDERERS (3.26) SIGNING THE CONTRACT:</p> <p>(b) Integrity Pact:</p> <p>The successful tenderer shall be required to execute an integrity pact agreement in the Performa</p>	<p>Section II 3. IMPORTANT INSTRUCTIONS TO TENDERERS (3.26) SIGNING THE CONTRACT:</p> <p>(b) Integrity Pact:</p>

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			prescribed by the VOCPA (Draft enclosed in the document as Annexure – 8) from the date of issue of the notice of acceptance of the work order.	<p>The successful tenderer shall be required to execute an integrity pact agreement in the Performa prescribed by the VOCPA (Draft enclosed in the document as Annexure – 8) from the date of issue of the notice of acceptance of the work order.</p> <p>(1) A person signing Integrity Pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.</p> <p>(2) In case of Joint Venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal contractor shall take responsibility of the adoption of Integrity Pact by the sub-contractor. It is to be ensured that all sub-contractors also sign the Integrity Pact. In case of sub-contractors, the IP will be tri-partite arrangement to be signed by the Organization, the contractor and the sub-contractor.</p>