



வ.உ.சிதம்பரனார் துறைமுக ஆணையம்

वी. ओ. चिदम्बरनार पत्तन प्राधिकरण

V.O. Chidambaranar Port Authority

(Ministry of Ports, Shipping & Waterways, Government of India)

Administrative Office, Harbour Estate, Tuticorin-628 004

Tamilnadu

MARINE DEPARTMENT

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

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No: MAR-TECH0TEND(HIRE)/1/2022-MarineHM (3186)/D.2.78

Date: 24/07/2024

Reply for the Pre-bid Queries

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 reply for the pre-bid queries, is attached as Annexure-I which was raised by the bidders during the pre-bid meeting held on 08/07/2024.

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
Pre-bid Queries

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

1. M/s. Ocean Sparkle Limited, Hyderabad

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1.	5	Section I - Notice Inviting Tender (NIT) Estimate value - Rs. 82,84,68,000 plus applicable GST	We draw your attention that the tender estimate is on lower side and does not correctly reflect the present market situation. The cost of Building an ASTDS tug is much expensive now due to increased cost of steel and USD depreciation against Indian Rupees. Further, the manpower cost has witnessed astronomical escalations due to shortage of skilled and experienced manpower in Indian Market. These factors have major impact on the daily hire rate, and we therefore believe, the daily rate is on lower side. Request you to please revisit the Tender estimates.	Please refer Section I Notice Inviting Tender. Tender condition prevails.
2.	7	Section II - 1. Invitation to Tender 1.7 Earnest Money Deposit: i) ₹1,65,69,360 (Rupees One Crore Sixty-Five Lakhs Sixty-Nine Thousand Three Hundred and Sixty only).	We are of the opinion that the EMD requirement under this Tender i.e. Rs. 1,65,69,360 is substantially high which might dissuade many bidders to participate in this tender.	Refer Section II 1 (1.7). Tender condition prevails.

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			It is therefore requested that the EMD amount is fixed at 1% of the Estimated Tender Value i.e. Rs. 82,84,680/-. Kindly consider.	
3.	7	<p>Section II - 1. Invitation to Tender</p> <p>1.7 Earnest Money Deposit: The bidder other than an MSE Unit should pay the EMD through the online payment gateway mode in CPP E-tendering Portal or in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker's cheque or Bank Guarantee (Form of bank Guarantee for EMD - Annexure - 11) from any of the Commercial Banks having a branch in Tuticorin. The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. The MSEs are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the tender shall not be evaluated.</p>	<p>(1) Kindly specify in whose favour the BG needs to be issued.</p> <p>(2) Also please consider that BG can be issued in any other cities will be acceptable to the Port as now a days, the issuing bank digitally confirms/ sends swift message to the beneficiary bank directly about issuance of Bank Guarantee</p>	<p>Please refer Section II (3) (3.6).</p> <p>a) In favour of Financial Advisor & Chief Accounts Officer, V.O. Chidambaranar Port Authority, Tuticorin – 628 004 payable at Tuticorin-628 004.</p> <p>Please refer Section II (1) (1.7). Tender conditions prevail.</p>
4.	9 23	<p>Section- II.</p> <p>2. Important Guidelines to Tenderers For E-Tendring</p> <p>2.9) All these instructions, conditions, General Condition of the Contract, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.</p> <p>3. Important Instructions to Tenderers</p> <p>3.31) All these instructions, conditions, special conditions, if any, Technical specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.</p>	<p>We request you to kindly remove the mention of "special conditions" as there is no such separate segment named "Special conditions" available in this Tender document.</p>	<p>Please refer Section II of clause no. 2 (2.9) & 3(3.31) Tender condition prevails.</p>

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5.	13	<p>SECTION- II 3. IMPORTANT INSTRUCTIONS TO TENDERERS</p> <p>3.6. PERFORMANCE SECURITY:</p> <p>(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.</p>	<p>We understand the word "warranty period" is referred to contract tenure. Kindly amend the Clause to replace "warranty period" with "contract tenure".</p>	<p>Corrigendum to be issued:</p> <p>Corrigendum 1:</p> <p>SECTION- II 3. IMPORTANT INSTRUCTIONS TO TENDERERS</p> <p>3.6. PERFORMANCE SECURITY:</p> <p>(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.</p>
6.	13	<p>Section – II; 3. Important Instructions to Tenderers</p> <p>3.6. PERFORMANCE SECURITY:</p> <p>(ix) The Board may, at their option forfeit the Performance Security if the Operator fails to effect the supply or perform or observe the conditions of the contract. The Board will also be at liberty to deduct any sum that may be due to the Port from the Performance Security or from any sums of money due or that may become due under any other contract to the Operator. This is without prejudice to the rights of the Board under the terms of the contract.</p>	<p>This is to bring to your kind attention that "the Performance security" is an underlying "security" for a specific contract. In the event, there is a non-performance or default on the part of the contractor, the client earns the right to evoke the Performance Security. Please note that the Banks also issue the Bank Guarantee for specific contract in reference and the Contractor would face difficulty in getting a bank guarantee having this clause in place. We request deletion of the highlighted words "or that may become due under any other contract to the Operator".</p>	<p>Please refer Section II of 3 of 3.6 (ix).</p> <p>Tender condition prevails.</p>

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			It is noteworthy to mention that Tug hiring tenders of no other Major Ports have such clauses for performance Security.	
7.	13	<p>Section – II; 3. Important Instructions to Tenderers 3.6 Performance Security: (x) The said Performance Security shall not in any way be construed as a limitation of the Operator's responsibility or liability pertaining to his obligations and / or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Board in terms of the contract and/or the laws of the land.</p>	<p>We draw your attention that financial liability of the contractor towards non-performance of a contract is always limited by the amount specified in the Performance Security. If the clause is open ended, the bidders will not be able to carry out a risk reward evaluation of the project at the time of bid submission and the unlimited liability as suggested in the said clause makes this tender unfair and lopsided.</p> <p>This could be a dissuading clause for many bidders. We may also highlight that none of the other Major Ports have such clauses. Request you to please remove the clause.</p>	Please refer Section II 3 of 3.6 (x)Tender condition prevails.
8.	13	<p>Section – II; 3. Important Instructions to Tenderers 3.6. PERFORMANCE SECURITY: (xi) The contractor shall furnish the BG ... Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, shall be in compliance with a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.</p>	We understand that the digital confirmation means "swift message". Kindly confirm.	<p>It is confirmed that the digital confirmation means "swift message".</p> <p>Tender condition prevails.</p>
9.	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</p>	<p>Please note that even after the force majeure event is over it may take some time to commence the services (example: If Tug is damaged during the Force Majeure, Some time will be required towards assessing the condition of Tug, repair and maintenance etc.). In view of above, please add clause as follows:</p>	<p>Corrigendum to be issued: Corrigendum 2: 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</p>

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		<p>b) which such party could not reasonably have provided against before entering into the contract</p> <p>c) which, having arisen, such party could not reasonably have avoided or overcome</p> <p>d) which is not substantially attributable to the other party</p> <p>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. • 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 	<p>"In the event of either party being rendered unable by force majeure to perform any obligation to be performed by them under the 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 the impact of force majeure events last. The cost and loss sustained by either party shall be borne by respective parties."</p> <p>We also suggest that either party should have the right to terminate the contract if the force majeure event (including impact) persists for more than 3 months. (Supporting document attached for your reference)</p> <p>Please consider the above.</p>	<p>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> <p>(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</p>

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		and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.		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.
10.	15	<p>Section – II; 3. Important Instructions to Tenderers</p> <p>3.11 Fall Clause</p> <p>a) The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.</p> <p>b) The Bidder undertakes that during the previous one year, the Bidder has not supplied I is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU (Annexure 17).</p>	<p>We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and should be entirely removed for the following reasons:</p> <p>A. No two Tugboats are similar – Technical Specification: Since the cost of acquisition of Tugboats is primarily dependent on the specification of Tugboat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.</p> <p>B. Time of acquisition of Tugboats – Demand & Supply: Unpredictable demand & supply situation in the International Market drives the cost of acquisition of Tugboats and thereby, the price quoted by the bidder reflects the prevailing market scenario at the time of that particular tender floated by a Major Port. Therefore,</p>	<p>Please refer Section II of clause 3 (3.11) (a). Tender condition prevails.</p>



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		<p>c) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("Lower Price"), then the Buyer by providing written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("Price Difference") within 15 days of receipt of the said written notice.</p> <p>d) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under this clause the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.</p>	<p>comparing charter rate offered by a service provider at one Port to another Port is misleading and unjustified.</p> <p>C. Forex Fluctuations: Since most of the spare parts of these high-capacity Tugboats are imported from OEM located Overseas, the fluctuation of Indian Rupee against Major currencies plays an important role in the cost of Repair & maintenance of Tugboats. In recent times, the Rupee depreciation against US Dollar has significantly increased the R&M cost of these Tugboats.</p> <p>D. Mobilization cost Mobilization cost of the Tugboats from domestic or overseas location is greatly impacted by the fuel rate prevailing at the time of tug mobilization for a particular tender. As you are aware, the fuel rate has witnessed a huge escalation and hence, the cost of mobilization has gone up significantly. Jawaharlal Nehru Port Authority amended the Integrity Pact in their Tender (Ref. No. JNP/DC/60T BP TUG /2022) with deletion of the Fall Clause Section. (Supporting document attached for your reference)</p> <p>Further, other major ports Tug hiring Tender such as Haldia Dock Complex, Paradip Port Authority, Jawaharlal Nehru Port Authority, Mumbai Port Authority and Deendayal Port Authority also don't have such clauses. Even VO Chidambaranar Port does not have Fall clause in their previous Tug hiring Tenders floated in 2018 & 2019.</p> <p>In regard to above, we request you to kindly remove the fall clause and the requirement of Annexure – 17 in our</p>	

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			Bid. This is a major constraint for us to participate in this Bid process.	
11.	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>	We understand that the date 08/07/2024 is typographical error kindly amend the date to 23/07/2024	<p>Corrigendum to be issued:</p> <p>Corrigendum 3:</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>
12.	21	<p>Section-II - 3. Important Instructions to Tenderers</p> <p>3.26 SIGNING THE CONTRACT:</p> <p>Integrity Pact: 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>	We understand that the Integrity Pact is to be submitted by the successful tenderer after award of contract and not by the bidder at the time of Bid Submission. Please confirm the above understanding.	Please refer Section II clause 3 of (3.26). Tender condition prevails.
13.	22	<p>Section-II 3. Important Instructions to Tenderers</p> <p>3.28 Minimum Eligibility Criteria for Qualification:</p> <p>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)</p>	We understand that the referred additional clause is only applicable if the bidder is submitting similar experience executed for private parties (i.e. in case similar experience executed with private firm bidder is required to submit 26AS for the respective work).	<p>Corrigendum to be issued:</p> <p>Corrigendum 4:</p> <p>Section-II 3. Important Instructions to Tenderers</p> <p>3.28 Minimum Eligibility Criteria for Qualification:</p> <p>Note: The BIDDERS shall enclose the self-certified copy of supporting documents, if</p>

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		<p>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>If the bidder is submitting similar experience executed with Govt/Major Ports, PSUs then there is no need for submitting 26AS. This is in line with other Major Ports tender (Supporting documents attached for your reference) Kindly Confirm.</p>	<p>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>

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14.	<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> <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 (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>(i) We understand that the reference given for Outline Technical Specification (vide no. Rev 1/30 Aug 2021) is typo graphical error. We request to consider ASTDS specifications as per Outline Technical Specification Rev. 1/03 Sep 2021 issued by Cochin Shipyard Ltd. (Supporting document attached for your reference).</p> <p>(ii) We humbly submit that DG circular dated 14th January 2021 is amply clear that the delivery period of Newly built Tug should be as per Ship Building Agreement and not "18 months".</p>	<p>Corrigendum to be issued: Corrigendum 5: 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: a) As per the Outline Technical Specification vide no. Rev 1/30 Aug 2021, issued by Indian Ports Association (IPA). 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. 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. Bidder should submit the following along with Technical bid: 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) iv. Tug Registration Certificate v. Tug GA Plan However, the contractor shall commence the contract on completion of 18 months from the date of issue of work order. (ii) In Case ASTDS Tug Not Readily Available and Requirement of the Substitute Tug:</p>
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			<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> <ul style="list-style-type: none">a) An Undertaking as in Annexure -19.b) Technical details of substitute tug as in Annexure -5.c) Valid Class Certificate (IACS) of substitute tug.d) Tug Registration Certificate of substitute tug.e) GA plan of substitute tug.f) Bollard Pull Certificate of substitute tug.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>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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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).

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).**

(iii) TUG UNDER CONSTRUCTION:

- 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:

- a) Technical details of new tug as per ASTDS in Annexure- 5.
- b) Fuel Consumption of ASTDS tug in Annexure – 18.
- c) Undertaking stating that the Tug would be delivered within the delivery schedule of the Tender (for ASTDS Tugs meeting delivery schedule of Tender)
- 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.**

However, the contractor shall commence the contract on completion of **18 months from the date of issue of work order.**

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15.	26	<p>Section- III 6. TUG REQUIREMENT: (ii) In Case ASTDS Tug Not Readily Available and The Bidder Intends to</p> <p>(iii) However, the successful bidder shall submit MOU / Agreement for New Built Tug in a non-judicial stamp paper (₹100) between the bidder and the shipyard confirming arrangement for construction of tug meeting the specification of ASTDS within Twenty (20) working days from the date of issue of Work Order, failing which the same will be recorded in his service/completion certificate.</p>	<p>We draw your attention that the MOU between the Shipyard, Bidder and all relevant documents such as approved GA Plan etc. are shared with the Port at the time of bid submission only. It indicates that the Bidder has made an arrangement or understanding with a particular shipyard to construct, and shipyard is willing to build the vessel for the bidder meeting the Tender requirement.</p> <p>All the recent tenders such as Paradip Port, JNPA, NMPA had asked for such information at the time of bid submission only. (Supporting document for Paradip Port attached for your reference)</p>	<p>The same clause is deleted and refer to Corrigendum 5.</p>
16.	26	<p>Section- III - 6. TUG REQUIREMENT: (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: vi)In case the successful 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>We draw your attention that through this clause the Port is deciding the daily hire rate for the Tug is to be offered by the Bidder and have following implications:1) The Bidder who wishes to provide an older tug (<18 years) could offer at a lower rate, but the Port might be paying a higher rate by pegging it to 75% of the daily hire rate of ASTDS Tug.</p> <p>2) The Bidder who wishes to provide a younger tug might find this pegged rate, not economical will be constrained to participate in this tender. Keeping above in view, we may humbly submit that let the Bidders quote an average daily hire rate which is a combination of number of</p>	<p>Refer Corrigendum 5 (Section III 6. (ii) iv.)</p>

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			<p>days/months of deployment of initial substitute tug and the duration for which ASTDS tug is to be deployed. A single daily hire rate would be easier for the evaluation of the Tender. Please consider. Paradip Port had successfully completed one 60TBP ASTDS tug tender and currently floated another Tug tender in this line.</p>	
17.	27	<p>Section- III; Scope of Work 7. Service requirement: The vessel to be used for various lawful services required by the Ports including towing, docking, and undocking of vessel at V.O. Chidambaranar Port round the clock (24 hours a day) and throughout the contract period of seven years including but not limited to: i. Berthing and unberthing of vessels in Port. ii. To standby for combating Oil pollution by using Oil spill dispersant. iii. To assist in double banking by way of action as docking tug. iv. All other operations required in connection related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are performed by Port Tugs such as Cold movement and rescue operations etc. In the event, the tug being unable to perform any of the operations no hire charges is to be paid by the Port to the Operator. Section VI – Payment Terms. 12. Tug to carry out Salvage or Anti-Pollution operation as directed by port authority. No salvage shall be undertaken without the explicit orders of the Port to the Operator. Cost of additional salvage insurance taken with the consent of the port will be reimbursed by the port.</p>	<p>1) As your good self, Salvage is a highly specialized job and the harbor Tugboats required under this tender are not most suitable for carrying out Salvage jobs. It also requires crew having specific skill sets which is rather scarce in the market and prohibitively expensive. Further, the general Tug insurance does not cover Salvage jobs. We, therefore, request that Salvage operations are to be excluded from the scope of work. Kindly confirm.</p> <p>2) Alternatively, we request insertion of below Standard Salvage clause as in Tender: "All salvage rendered to other vessels shall be for the Port and Contractor's equal benefit after deducting all lawful expenses including additional insurance, manpower, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of</p>	<p>Please Refer Section-III of 7.</p> <p>Tender conditions prevail.</p>

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			the Port and consent of the operator, after additional salvage insurance is taken. The Port shall take all measures to secure payment of salvage and the Port, shall enter into agreement for salvage on behalf of the Port and the contractor. The operations will always be in the safe capabilities of the tug/crew as determined by the Master of the Tug. Further, Port shall arrange an indemnity letter from owners of Salvaged vessel for any damages to that vessel during such salvage assistance".	
18.	29	Section – III; Scope of Work. 10 Downtime (a) The Operator shall be allowed a down time of one day for each completed month of service during the currency of the contract for the upkeep of the tug. The downtime of 12 days will be credited in the beginning of each contractual year. (b) The Operator can avail a maximum downtime up to 6 days at any point of time during the currency of the contract to carry out any work/repair.....	i) We request you to kindly allow the bidder to avail a maximum downtime up to 12 days at a stretch. Please note that many of the break downs would require a lead period of 7-8 days for mobilization of spare and technician from OEM and also a substitute tug needs to be freed from other operations and mobilize to your Port which is expected to take not less than 12 days. Kindly consider.	Please Refer Section -III of 10 (a). Tender conditions prevail.
19.	29.	Section – III; Scope of Work. 10. Downtime (d) In case, propeller of a hired tug is fouled due to some floating debris such as Tyre or Ropes during on hire period inside the port, the vessel should not be treated as off hire, but as on down time till divers finish their job of clearing the foul. For such instance, the firm is permitted to avail the down time of maximum of 02 days from their credited down time for their service rendered to this port and the balance period will be treated as breakdown period and the penalty will be applicable as per the tender condition.	Please note that many a 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, we may request to please treat the Tug to be on hire during this period. May be a 5 days ceiling can be fixed and in no	Please Refer Section III of (10) (d). Tender conditions prevail.




			circumstances, penalty will be levied. Kindly confirm.	
20	30	<p>Section IV; BROAD SPECIFICATION OF THE TUG (i) Broad Specification / requirements of the ASTDS Tug (main tug) are as follows: f) Bollard Pull of the tug @100% MCR is 60 T BP and above. Steady/sustained Bollard Pull.....Bollard Pull test shall be carried out every two years with a window period of + 3 months from the date of last issued certificate. Bollard Pull test shall be at the cost of the contractor in the presence of the IACS Classification Society Surveyor and Port Representative within the Port premises. Bollard and Berth will be given free of cost, however the expenses towards arrangement of Surveyor and the gadgets required or any other costs involved for the test would be on contractor's account</p>	<p>We draw your attention to Merchant Shipping Notice No. 08 of 2013 by DG Shipping (supporting attached), the Bollard Pull test requirement has been prescribed as follows: a) For dedicated towing vessels up to 10 year of age-original BP certificate at the time of construction shall be acceptable, unless there has been extensive damage to the machinery or vessel rebuilt or any other valid reason for not accepting. b) For towing vessels over 10 years of age, a bollard pulls certificate(s) not older than 5 years shall only be accepted for the purpose of towing permission. c) For towing vessels above 20 years of age, such test shall be conducted once every 2 ½ years (+ 6 months). Since, the said tender is for to be built/New ASTDS Tug, there is no such requirement of conducting BP test in every two years. We therefore suggest you to please amend the clause to say that a fresh BP test has to be conducted during the drydock. Kindly confirm</p>	<p>Please Refer Section IV (i) Tender conditions prevail.</p>
21	38	<p>Section VI - Payment Terms 8. Charges for fuel, water and anti-pollutants etc. Diesel, Electricity at offshore and fresh water required for the above work will be supplied by the Port at free of cost. The diesel used for Port's own tugs will be supplied to hired tug. However, if the hired Tug</p>	<p>As your good self is aware, in compliance with SOLAS requirement, the fuel shall be LSHFHS grade. Kindly confirm your acceptance.</p>	<p>It is confirmed that LSHFHS grade fuel is supplied to the tugs in VOC Port.</p>

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		requires diesel of different grade, the same will be supplied by Port if available in Tuticorin. Accordingly, the difference in the cost of diesel has to be borne by the tenderer		
22.	38	<p>Section- VI. PAYMENT TERMS 7. FUEL CONSUMPTION During the course of chartering, if the fuel consumption of the tug is found above the declared consumption per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.</p>	We request you to kindly amend the clause as follows: However, in case the actual average fuel consumption of the substitute tug exceeds the fuel oil consumption of offered tug, then the port would recover the cost towards the excess consumption of fuel from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.	Tender conditions prevail.
23.	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>	We request you to kindly confirm that the DGS Circular as amended from time to time shall be applicable for delivery period of ASSTDS tug.	<p>Corrigendum to be issued: Corrigendum 6: SECTION VII- PENALTY RATE OF PENALTY: (A) PENALTY FOR DELAYING 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 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, 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.

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				<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>
24.	40	<p>Section VII – Penalty (C) PENALTY FOR NON AVAILABILITY OF TUG DURING CONTRACT (iii).....Minimum non-availability is 30 minutes and above & in multiples of half an hour. Ex: If the tug is non available up to 30 minutes no penalty. Beyond 30 or above upto 60 minutes, the penalty will be calculated for half an hour. If the non-availability is beyond 60 minutes upto 90 minutes, the penalty will be calculated for one hour and so on</p>	<p>We request you to kindly calculate the penalty on the prorate basis.</p>	<p>Please refer Section-VII clause-2 (C) Tender conditions prevail.</p>
25.	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, 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.</p>	<p>We request deletion of the words "or for any reasons" which gives the Port absolute right to terminate the contract at its discretion/convenience which is skewed and unjustified. We are of the opinion that the contract shall only be terminated due to nonperformance of contract or major default under the contract and after a reasonable period is allowed for rectification. Further, the assets procured for performing this contract is highly capital intensive in nature and is procured exclusively for this specified contract. Depending on the</p>	<p>Corrigendum to be issued: Corrigendum 7: 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 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.</p>

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			<p>tenure of the contract, prices offered in the tender are calculated. Any reduction/early termination would seriously affect the price offered by the contractor. The Contractor not only loses revenue for the balance period but also, the daily hire rates offered by the Contractor would not be viable for shorter tenure of contracts. Also, banks and other lending financial institutes view such clauses critically and consider high risk projects. Therefore, the bankability of this contract is adversely affected by such clause. We request that the Contract shall not be terminated for any reason other than substantial breach of the Agreement and Contractor's continued failure to perform/ willful misconduct or gross negligence. It is noteworthy to mention that other Major Ports such as Haldia Dock Complex, Paradip Port, Kamarajar Port, Chennai Port, Mumbai Port, NMPT, etc. have already removed such clauses. Most recently, Chennai Port and Deendayal Port has removed this clause in their tug tender. We request you to kindly modify this Tender Clause</p>	
26.	73	<p>ANNEXURE-11 Form of Bank Guarantee for Earnest Money Deposit After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest @ 12% P.A for the delayed payment. (Bidders who could not get the said interest clause</p>	<p>Our banker Sate Bank of India is not accepting for inclusion of this clause in the Bank Guarantee. We request you to kindly delete the same. None of the other Major Port Tenders has kept this clause in their BG formats</p>	<p>Please refer ANNEXURE-11 Tender conditions prevail.</p>





		included in the Bank Guarantee is to produce along with the Bank Guarantee, a letter from issuing bank such Bank shall not issue Bank Guarantee with such clause while submitting the tenders.)		
27		Additional	In line with other Major Port tug tenders such as Paradip Port, Vizag Port etc., we request insertion of this clause: "Whilst tug engaged on duties as instructed by the Dy. Conservator the said Tug shall enjoy the protection and indemnities available to the Tugs/vessels owned by the V. O. Chidambaranar Port Authority provided under byelaws of V. O. Chidambaranar Port Authority.	Not applicable.
M/s San Marine, Andra Pradesh				
1.		1. Section II - Point 1.7 - Earnest Money Deposit	<p>We understand that MSEs are specifically excluded from EMD payment, however please provide exemption to all enterprises registered under the MSME, which is in line with various other similar service tenders issued by the other Government Ports.</p> <p>For instance, the Paradip Port Authority sought a bid for a 60 Ton Bollard Pull Tug in the month of April 2024, in which payment of EMD was exempted for all enterprises registered under the MSME and holding Udyam registration. Please refer to the attached document for your reference (Encl 1)</p> <p>Request you to please consider the same and exempt all units registered with the MSME and holding Udyam Registration Certificate.</p>	Tender condition prevails.

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			<p>Additionally, the EMD amount is very high to afford, especially for an MSME entity like us who will purely work based on Bank finance. And our working capital will be hugely affected in case this amount is kept on hold till the awarding of contract which in turn affects our day to day operations.</p> <p>So, an exemption from EMD for MSMEs will be highly appreciated and will be a great help to us.</p> <p>However, if the EMD exemption request is not considered, (which we sincerely and earnestly urge your good authority to consider), we request a reduction in the holding period of the EMD from 120 days to 15 working days. Please arrange for a refund of the EMD within a period of 15 working days after the Technical bid documents are opened and not be kept on hold till the end of awarding the bid.</p>	
2.		<p>Point 3.28 - Minimum eligibility criteria for qualification</p>	<p>The tender asks for the work value to be presented excluding fuel costs. However, as per point 3.28, similar work is defined as the supply of a Tug, Offshore Supply Vessel or Ships, which should have been operated, manned and maintained by the bidder.</p> <p>In this regard, operation and maintenance includes the fuel of the fleet. Therefore, we request that the work value be considered excluding only the GST value.</p> <p>Additionally, it is important to note that when a charter is a turnkey project, where the operation, manning, and maintenance of the vessels are the owner's responsibility, it is difficult to segregate the</p>	<p>Tender condition prevails.</p>



			fuel cost from the total work value. This is because the hire is paid for all services together, including vessel hire, fuel, crew, consumables, and maintenance.	
3.		Section IV - Broad Specification of the Tug	<p>We would like to seek clarification regarding the ASTDS Tug specifications mentioned in the tender.</p> <p>For instance, regarding the propulsion system specifications in the tender document, the tender specifies twin engines with independent remote-control operation or a similar flexible arrangement, using IC engines operating on Diesel in compliance with SOLAS and MARPOL requirements. In this regard, would opting for either mechanical, diesel electric, hybrid or Dual fuel propulsion prime movers be considered conforming to the tender and ASTDS requirements?</p>	Tender conditions prevail.
4.		Sec VI - clause 8 (i)	<p>Please confirm if LSHF HSD will be supplied to the Tug free of cost as it is a statutory requirement as per the DG Shipping to use only LSHF HSD. Please mention if the spec of diesel used for Port's own Tugs is different from LS HFHSD</p> <p>Kindly revert on the above-mentioned concerns and do the needful please.</p>	It is confirmed that LSHFHSD grade fuel is supplied to the tugs in VOC Port.
3. M/s. Knowledge Marine & Engineering Works Limited, Mumbai				
1.	22	Section II (3) Important Instruction to tenderers 3.28 (b): Similar work" means The Bidder should have experience in "Supply of Tug/ Offshore Supply Vessel/ Ships and same should have been operated, manned and maintained by the bidder".	We request to clarify that similar work should have equally applicable for "Dredger(s)" under definition of offshore supply vessel/ship.	Please refer Section II (3) 3.28 (b) Tender condition prevails.
2.	25 & 26	Sec-III Sl. No.6 (ii):	As per tender docs. The time provided 18 months for building & commencing a ASTDS Tug encl. testing, getting approval	Please Refer corrigendum 5.



		<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>However, the new ASTDS Tug shall be provided not later than 18 months from the date of issue of work order</p>	<p>& certification as per Merchant Shipping Acts are not sufficient. We kindly request to increase the time duration from 18 Months to 21 Months, (18 months for building & 3 months for commencing, testing, getting approval & certification etc.) from date of issue of work order.</p>	
3.	29	<p>Section – III; SI.No.10. The Operator shall be allowed a down time of one day for each completed month of service during the currency of the contract for the upkeep of the tug. The downtime of 12 days will be credited in the beginning of each contractual year.</p>	<p>The substitution of ASTDS Tugs is rarely available in India. To ensure 24-hour uninterrupted service, proper and satisfactory maintenance is essential, either during docking or otherwise. For regular maintenance, 2 days per month are required, resulting in a total downtime shall be credited of 24 days per year</p>	<p>Section – III; Scope of Work. 10 Downtime (a) Tender condition prevails.</p>

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