

**NEW MANGALORE PORT AUTHORITY
MARINE DEPARTMENT**

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PANAMBUR,
MANGALORE – 575 010.
Karnataka

No. NMPA/ME/PORT CRAFTS/2023/11

Date: 07-07-2023

To:

The Prospective Bidders,

Sir,

**Sub: “Hiring of 1 No. 60T BP Tug for a period of 10 years” –
Realistic Budgetary offer for newly built Tug (as per
ASTDS) requested - reg.**

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Please provide Realistic Budgetary offer for **newly built Tug** as per the **Approved Standardized Tug Design and Specification (ASTDS)** of Ministry of Ports, Shipping & Waterways for tender “**Hiring of 1 No. 60T BP Tug for a period of 10 years**” as per the following terms and conditions. The scope of work is as follows

Sl.No.	Description	Rate per day in INR
1	CHARTER HIRE RATE PER DAY (EXCLUDING GST)	

TERMS AND CONDITIONS:

- 1 **Rate to be quoted without GST. The GST as applicable would be paid extra.** Income Tax shall be deducted as applicable.

- 2 **COMMENCEMENT OF CONTRACT**

The successful bidder shall deliver the Tug within **45 days** from the date of issue of Work Order. In case **Approved Standardized Tug Design and Specification (ASTDS)** Tug is not available, a substitute Tug as per specification in **Annexure –1** needs to be provided. The ASTDS Tug shall be provided not later than **18 months** from the date of commencement of the charter.

- 3 **CONTRACT PERIOD**

The contract period is for **10 years (TEN years)** from the date of Commencement of Contract.

- 4 **SERVICE REQUIREMENT**

The vessel to be used for all lawful maritime activities as directed by Deputy Conservator including **berthing / unberthing, firefighting, SPM operations (about 10 nautical miles from shore), towing buoys and saving life & property etc.** round the clock (24 hours a day) and throughout the contract period of **10 years (TEN years)**.

- 5 **INSURANCE OF THE VESSEL:**

The Insurance for the vessel including staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from **IRDA** approved Insurance company.

The contractor is required to take the following policies/ coverage:

(1)	All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with "ITC Hull Clause" with Earthquake, War, SRCC extension.								
(2)	Insurance policy cover to be taken by the contractor which covers: <table border="1"><tr><td>a</td><td>Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.</td></tr><tr><td>b</td><td>Third Party liability towards death / bodily injury as well as property damage.</td></tr><tr><td>c</td><td>Wreck Removal</td></tr><tr><td>d</td><td>Accidental Pollution Liabilities.</td></tr></table>	a	Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.	b	Third Party liability towards death / bodily injury as well as property damage.	c	Wreck Removal	d	Accidental Pollution Liabilities.
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b	Third Party liability towards death / bodily injury as well as property damage.								
c	Wreck Removal								
d	Accidental Pollution Liabilities.								
(3)	Standard Workmen's compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.								
(4)	CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under Insurance Policy. However if the port provide office inside wharf area / anywhere within confines of the Port, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).								

During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of tug). At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy.

6 The **FUEL, FRESH WATER and SHORE ELECTRIC SUPPLY** for running the tug will be supplied by NMPA **AT FREE OF COST**.

7 The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates.

8 **Port Entry Passes** will be issued for the operational staff, Manager, shore staff & their vehicles. However, RFID card to be purchased from Pass section at contractor's cost. The cost of each card is Rs.150/- appx.

9 **DOWNTIME**

The contractor shall be allowed a down time of one day for each 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**.

The contractor shall provide a substitute tug of **Suitable type and capacity or higher** from **7th day** onwards, whenever the TUG is not available beyond its accumulated allocated down time of **6 days**.

10 **NEW BUILT 60T BP TUG REQUIREMENTS:**

Recent SOP by Ministry of Ports, Shipping & Waterways is applicable for this Tender (Refer: OM dated 15-09-2020 from Govt. of India, Ministry of Shipping). The tug to be provided should be **Built in India** as per the **Approved Standardized Tug Design and Specification (ASTDS)** of Ministry of Ports, Shipping & Waterways.

Incase **Approved Standardized Tug Design and Specification (ASTDS)** Tug is not available, a substitute Tug as per specification in **Annexure -1** needs to be provided. The ASTDS Tug shall be provided not later than **18 months** from the date of commencement of the charter, failing which the party shall attract penalty 50% of hire charges per day for another 02 months. After **20 months** (18 months for building new vessel + 02 months penalty period) contract shall be terminated and the Performance Security will be forfeited. Such defaulting parties shall thereafter debarred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of Shipping.

11 **SUBSTITUTE 60T BP TUG REQUIREMENTS:**

The substitute Tug to be deployed within **45 days** from the date of issue of Work Order as per Tug requirement in **Annexure - 1**.

The substitute Tug should be **Indian flagged** on or before 15/01/2021 as per OM dated 20/10/2021 from Govt. of India, Ministry of Ports, Shipping & Waterways.

If the fuel consumption of the substitute Tug exceeds the declared fuel oil consumption of offered New Built 60T BP Tug, the Port would recover the cost towards the excess consumption of fuel from the monthly bill, as per fuel rates prevailing at that time.

- 12 The Tug shall be exempted from Port charges. Berthing facilities will be provided to the Tug FREE OF COST as per the convenience of the Port during ON-HIRE period.
- 13 **Payment:** The monthly payment will be made in INR within 15 days from the date of submission of monthly bill.
- 14 **EXPENDITURE DUE ON CONTRACTOR'S ACCOUNT**
 - All operational costs including wages, (Minimum Wages Act or any other Act if applicable) allowances, victualling Insurance, (personnel, Hull and machinery, protection and indemnity).
 - All expenses for mobilization /de-mobilization.
 - The expenses for repairs, periodical/mandatory survey and other requirements to keep the tug operational.
 - Dry-docking, repairs, docking for the contractor's purpose, and all the expenses associated therewith.
 - Maintaining Deck, cabin and engine room stores.
 - All customs/Import duties.
- 15 The Employer (NMPA) shall not be liable for any accident, damage or compensation payable to any workman or other person in the employment of the Contractor or any Sub contractor.
- 16 **Employer Liability Insurance (as applicable):** The Contractor shall indemnify and keep indemnified the Employer i.e. NMPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub-Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof or in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings, costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.
- 17 The Contractor shall comply with all the Central, State and Municipal Laws and Rules and shall be solely responsible for complying with the provisions of the Contract Labour (Regulations & Abolition) Act, 1970 & the contract labour (Regulation & Abolition) Karnataka Rules 1974 and rules there under and the enactments that may be applicable including ESI Act, the payment of wages act, Provident Fund Act, the Minimum Wages Act, the Factory's Act, **as applicable**. The Workman Compensation Act or any other applicable legislation and the Municipal by-laws or other statutory Rules and Regulations whatsoever in force if these are applicable. Any obligations finding or otherwise missed under any

statutory enactments, rules & regulations there under shall be the responsibility of the Contractor and the NMPA will take no responsibility for the same. The Contractor should take Workmen's Compensation Policy for his workers, who are not covered under ESI and submit the same to the EIC immediately after commencement of the work.

- 18 The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works. **as applicable**. If any claim is made against New Mangalore Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 19 a) **Protection of Environment**: All measures and aspects to be adopted to protect the environment.
b) **Safety Regulations**: The contractor shall be responsible for the safety of all activities at the Site. Working personnel should wear proper PPE and follow the port safety regulations.
- 20 The latest guidelines, Amendments and SOP from DG Shipping & Ministry of Ports, Shipping & Waterways shall be applicable for this Tender.

It is requested to submit the **Realistic Budgetary offer** by email to ***me-section@nmpt.gov.in*** on or before **21-07-2023**.

Thanking you,

Yours faithfully



Sr.Dy. Marine Engineer

60T BP SUBSTITUTE TUG REQUIREMENTS:

1	LENGTH O.A	30 to 35 Metres
2	BREADTH	Moulded 9-12 meters
3	DRAFT	Not more than 6.00 Mtr at all conditions.
4	CERTIFICATES	Tug should have all statutory certificates as applicable.
5	TYPE	CYCLOIDAL or STEERABLE RUDDER PROPULSION or AZIMUTH STERN DRIVE (ASD) with Twin Propeller System.
6	BOLLARD PULL	BOLLARD PULL of the tug @ 100% MCR is 60T.
7	AGE OF THE TUG	Not more than 15 years at the time of commencement of contract (As per original Builder Certificate or Class Certificate or Registration Certificate)
8	MAIN ENGINE	Twin engines with independent remote control operation or similar flexible arrangement. IC engines operating on Diesel in compliance with SOLAS and MARPOL requirement. The main engine of the tug should be of reputed make for trouble free operation continuously with easy availability of spares.
9	EXTERNAL FIRE FIGHTING SYSTEM	For external firefighting, either Diesel driven Fire pump or Engine coupled fire pump (Capacity-Min. 1200 CUM/Hr.) and Suitable Foam Compound with a minimum of 2,000 Ltrs. shall be made available throughout the contract period.
10	SPEED	About 12 knots continuous with full power and under normal weather conditions.
11	TOWING ARRANGEMENT	Quick release tow hook/towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. Also necessary arrangement to be made available for towing channel marker buoys for routine maintenance works.
12	COMMUNICATION	Minimum 2 Nos. of VHF International Marine frequencies.
13	BRIDGE	All major equipment should have Emergency/ supplementary control from Wheel House.
14	NAVIGATIONAL EQUIPMENTS	Marine Radar, Echo sounder, Search Light, G.P.S., AIS- Class A, Navtex, VHF DSC etc. Any other equipment as per statutory requirement.
15	MANNING	Tug must be manned as per Statutory Requirements . The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.

16	WORKING HOURS (24 hrs)	Working hours for the tug is round the clock (24 hours) on all days.
17	SAFETY DEVICES	Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.
18	REGISTRATION	Under the Merchant Shipping Act, 1958 Tug should be Indian Flag Vessel
19	CLASSIFICATION	Tug should be classed under any member of IACS.
20	FREE BOARD	Maximum 3 Metres , in way of push/pull location. Push area to be of round curvature.
21	O.S.D (Oil Spill Dispersant)	O.S.D. 1,000 litres with suitable dispersant tank and spraying Booms/ Arms on both sides of the Tug.
22	DIESEL GENERATORS	Minimum 02 Nos. of DG Sets of adequate capacity
23	FENDERS	Tug shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.
24	PILOT LANDING PLATFORM	Tug should have suitable and safe boarding/ landing platform for Pilot transfer on to the vessel.