

**Tender No. NMPA/ME/PORT CRAFTS/2023/11 dated 05-01-2024; e-tender No. 2024\_NMPT\_789069\_1**  
**Tender for “Hiring of 1 No. 60 T BP New Indian Built Tug as per ASTDS for a period of 08 years”**

**PRE –BID CLARIFICATIONS**

Sl. No.	Clause Details	Clarification Sought / Changes Suggested	Clarifications by NMPA
1.	<p><b>Clause No. 2.16 (21 &amp; 22) of ITB, Page No. 16-17</b></p> <p><b>21. In case of New Built ASTDS Tug readily available:</b></p> <p>a) Technical details of new tug as per ASTDS in Annexure - 7</p> <p>b) Fuel Consumption of new tug in Annexure – 8</p> <p>c) Valid Class Certificate (IACS) copy to be submitted.</p> <p>d) Tug Registration Certificate copy to be submitted.</p> <p>e) Tug GA plan copy to be submitted.</p> <p><b>22. In case bidder intends to supply substitute tug for commencement of contract and construct new built tug in India:</b></p> <p>a) An undertaking as in Annexure -14.</p> <p>b) Technical details of new tug as per ASTDS in Annexure - 7</p> <p>c) Technical details of substitute tug in Annexure- 7</p> <p>d) Fuel Consumption of new tug in Annexure – 8</p> <p>e) Valid Class Certificate (IACS) of substitute tug.</p> <p>f) Registration Certificate of substitute tug.</p> <p>g) GA plan of substitute tug.</p>	<p>We draw your attention that Tugs which are under construction and are already in the advanced stage of delivery (delivery matching tender requirement) need to be included in the categories of Tugs which can participate in this Tender. In this case, the Bidder is not required to provide any front runner/ initial substitute tug.</p> <p>We request that Clause 2.16 (22) shall be amended as follows:</p> <p>In case of <b><u>ASTDS tug meeting delivery schedule of Tender:</u></b></p> <ul style="list-style-type: none"> <li>• Technical details of new tug as per ASTDS in Annexure - 7</li> <li>• Fuel Consumption of ASTDS tug in Annexure – 8</li> <li>• Undertaking stating that the Tug would be delivered within the delivery schedule of the Tender (for ASTDS Tugs meeting delivery schedule of Tender)</li> <li>• MOU with Shipyard – Tentative Delivery date to be mentioned mandatorily.</li> <li>• Approved GA Plan of ASTDS tug</li> </ul> <p>In case <b><u>to be Built ASTDS</u></b> tug:</p> <ul style="list-style-type: none"> <li>• Technical details of new tug as per ASTDS in Annexure - 7</li> <li>• Approved GA Plan of ASTDS tug</li> <li>• Fuel Consumption of ASTDS tug in Annexure – 8</li> <li>• Technical details of substitute tug in Annexure – 7</li> </ul>	<p><b>Please refer Addendum</b></p>

	<p>h) Bollard Pull Certificate of substitute tug. i) MOU / Charter Hire Agreement in case of not owning the substitute tug.</p> <p><b>General Conditions of Contract (GCC); Clause 31, Page No. 33-34</b></p>	<ul style="list-style-type: none"> <li>• Valid Class Certificate (IACS) of substitute tug.</li> <li>• Registration Certificate of substitute tug.</li> <li>• GA plan of substitute tug.</li> <li>• Bollard Pull Certificate of substitute tug.</li> <li>• MOU / Charter Hire Agreement in case of not owning the substitute tug.</li> </ul> <p>Kindly confirm.</p>	
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<p><b>2.</b></p>	<p><b>Clause No. 47 of GCC, Page No. 41</b> <b>Down time</b></p> <p>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 can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair. If the down time exceeds 6 days, the contractor shall provide substitute tug of Suitable type and capacity or higher (as per tender requirements) for operation from the 7th day on</p>	<p>We wish to bring to your kind attention that restriction of usage of down time only upto 6 days is unfair as it is operationally difficult to complete many of the major engine overhauls or break down repairs within 6 days.</p> <p>In such a scenario, the Contractor will not only bear the loss of daily hire, would also be subject to penalization even though the tender allows 12 days downtime in a year.</p> <p>It is under this premise most of the other Major Ports such as Paradip port, Vishakhapatnam Port, Mormuago Port, Mumbai Port, JNPT, Deendayal Port etc. allow accumulation and usage of down time upto 12 days at a stretch.</p> <p>Further, considering the scarcity of tugboats in Indian Market, it is practically impossible to mobilize a substitute tug within 6 days.</p> <p>It is therefore requested that the contractor shall be allowed to utilize downtime upto 12 days at a stretch and a substitute to be provided only if the unavailability exceeds more than 12 consecutive days.</p>	<p><b>Tender Condition Prevails</b></p>
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<p>3.</p>	<p><b>Pre Contract Integrity Pact, Page No. 74</b></p> <p><b>7.0 Fall Clause</b></p> <p>7.1 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>We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and it should be entirely removed for the following reasons:</p> <p><b>A. No two Tugboats are similar – Technical Specification:</b></p> <p>Since the cost of acquisition of Tugboats is primarily dependent on the specification of Tug boat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.</p> <p><b>B. Time of acquisition of Tugboats – Demand &amp; Supply:</b></p> <p>Unpredictable demand &amp; 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, comparing charter rate offered by a service provider at one Port to another Port is misleading and unjustified.</p> <p><b>C. Forex Fluctuations:</b></p> <p>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 &amp; maintenance of Tug boats. In recent times, the Rupee depreciation against US Dollar has significantly increased the R&amp;M cost of these Tugboats.</p> <p><b>D. Mobilization cost</b></p> <p>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.</p> <p><b>Most recently 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.</b></p>	<p><b>Tender Condition Prevails</b></p>
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<p>4.</p>	<p><b>Clause No. 2.6 of ITB, Page No. 12-13</b> <b>EARNEST MONEY DEPOSIT (EMD)</b></p> <p>a. The tender shall be accompanied by <b>Earnest Money Deposit</b> of <b>₹1,25,68,600/-</b> in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or <b>Bank Guarantee</b> from any of the commercial Banks or payment online in an acceptable form, which is stipulated in the tender.</p> <p>b. EMD in the form of Bank Guarantee (as per Form -5) of shall have a <b>validity period of 06 months and claim period of 03 months.</b></p> <p>c. In the event of BIDDER withdrawing his tender before the expiry of tender validity period of <b>90 days</b> from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.</p>	<p>a. We understand that the Bank Guarantee (both EMD and PBG) can be issued from any branches in India. Kindly confirm.</p> <p>b. We bring to your kind attention that the EMD (BG) validity has been stated as <b>6 months + 3 months</b> of additional claim while validity of Bid is only 90 days. Kindly modify BG validity to 90 days + 3months claim period.</p>	<p>a. BG can be issued from any scheduled bank in India.</p> <p>b. <b>Please refer Corrigendum Sl. No. 1</b></p>
<p>5.</p>	<p><b>Clause No. 30 (N) of GCC, Page No. 32</b> <b>Manning</b> Tug must be manned as per <b>Statutory Requirements.</b> The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.</p> <p><b>Clause No. 33 of GCC, Page No. 37</b> <b>Service Requirement</b> The vessel to be used for all lawful maritime activities as directed by Deputy Conservator <b>including berthing, unberthing, firefighting, SPM operations (about 10 nautical miles from shore), towing buoys and saving life &amp; property etc.</b> round the clock (24 hours a day) and throughout the contract period of eight (08) years.</p> <p><b>Clause No. 1 (g) of GCC, Page No. 20</b> g) The <b>"Site"</b> shall mean the area of operation of the tug being the Port limits of New Mangalore Port Authority.</p>	<p>(i) We request that Tender should specify the category of Manpower required for tug operation. This is the requirement which is dependent on Port's requirement and it has to be clearly stated so that all the Bidders follow it uniformly for their bid pricing. It should not be left to Contractor's prerogative as this could lead to future dispute in case of not meeting Port's requirement.</p> <p>(ii) <b>Further, kindly add "within Port limits" in the clauses for Manning and Service requirement as Tug is required to operate within Port limits of NMPT.</b></p>	<p><b>Tender Condition Prevails</b></p>

6.	<p><b>Clause No. 1.2 of MQC, Page No. 10</b>  <b>Minimum Qualification Criteria of the bidders (MQC); Sub clause 1.2</b>  ..... TDS certificate towards the proof of payment received from the clients to be submitted.</p> <p><b>Clause No. 2.16 (6) of ITB, Page No. 16</b>  TDS Certificate towards the proof of payment received from the clients to be submitted.</p>	<p>We understand that for the Contracts executed with the Govt / PSU / Major Ports, this requirement is not mandatory. Kindly confirm.</p>	<p><b>Please refer Corrigendum Sl. No. 2</b></p>
7.	<p><b>Clause No. 2.6 of ITB, Page No. 12</b>  <b>EARNEST MONEY DEPOSIT (EMD)</b>  In case bidder claims exemption of Tender Fee and EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME.</p>	<p>We understand that the vendors who are registered under the MSE in the similar scope of the services category i.e., Supplying Tugs on hire will be exempted from the submission of EMD.</p> <p>The vendors who are registered under different scope of services are not exempted in submission of EMD. Please confirm.</p>	<p><b>Tender Condition Prevails</b></p>
8.	<p><b>Clause No. 19.1 of GCC, Page No.27</b>  <b>Performance Security</b>  Performance Security should be <b>10 % of Total Contract value + GST</b> and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within 28 days of issue of Work Order.</p>	<p>We bring to your kind attention that our banker is insisting to mention the GST percentage. We request you to kindly mention the GST percentage.</p>	<p><b>Please refer Corrigendum Sl. No. 3</b></p>

9.	<p><b>Clause No. 2.8 of ITB, Page No. 13</b>  <b>Tender Validity</b>  The tender shall remain valid for acceptance for a period of <b>90 days</b> from the <b>date of opening of Technical Bid</b>.....</p>	<p>We request you to kindly change the Bid validity period from the Technical Bid opening date to last date of Bid submission. This request is in line with the recently discharged Tender.</p>	<p><b>Please refer Corrigendum  Sl. No. 4</b></p>
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10.	<p><b>Clause No. 30 (E) of GCC, Page No. 31</b>  <b>Type of Propulsion</b>  Cycloidal or Steerable Rudder Propulsion or Azimuth Stern Drive (ASD) with twin propeller system</p>	<p>We bring to your kind attention that ASTDS Tugs are only designed for ASD (Azimuth Stern Drive) Propulsions and not for the Cycloidal propulsion.  We request that ASTDS variant as prescribed in the IPA website is to be followed in toto. Kindly confirm</p>	<p><b>Please refer  Corrigendum  Sl. No. 5</b></p>
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11.	<p><b>Clause No. 30 (H) of GCC, Page No. 31</b>  <b>External Fire Fighting System</b>  For external firefighting, either Diesel driven Fire pump or Engine coupled fire pump (<b>Capacity-Min. 1200 CUM/Hr.</b>) with dual purpose fire monitors on monkey island or bridge or under bridge deck, sufficient fire protection system etc.</p>	<p>We bring to your kind attention that as per the ASTDS specification available in IPA, the FiFi capacity for 60T BP Tug is 2400 CuM/hr.  We request you to kindly change the FiFi requirement for ASTDS Tug in the Tender document to 2400 CuM/hr which is as per the ASTDS specification available in IPA website.</p>	<p><b>Please refer  Corrigendum  Sl. No. 6</b></p>
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<p><b>12.</b></p>	<p><b>Clause No. 38 of GCC, Page No. 38</b> <b>Insurance</b></p> <table border="1"> <tr> <td data-bbox="286 236 360 432">(1)</td> <td data-bbox="360 236 1263 432">All marine Hull &amp; Machineries (H &amp; M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull &amp; Machinery Insurance policy shall be taken by the contractor with <b>“ITC Hull Clause” with Earthquake, War, SRCC extension.</b></td> </tr> <tr> <td data-bbox="286 432 360 520">(2)</td> <td data-bbox="360 432 1263 520"><b>Protection &amp; Indemnity</b> policy cover to be taken by the contractor which covers:</td> </tr> <tr> <td data-bbox="286 520 360 647">a</td> <td data-bbox="360 520 1263 647"><b>Crew Liability</b> towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical&amp; Funeral Expenses as well as repatriation cost.</td> </tr> <tr> <td data-bbox="286 647 360 727">b</td> <td data-bbox="360 647 1263 727"><b>Third Party liability</b> towards death / bodily injury as well as property damage.</td> </tr> <tr> <td data-bbox="286 727 360 775">c</td> <td data-bbox="360 727 1263 775"><b>Wreck Removal</b></td> </tr> <tr> <td data-bbox="286 775 360 823">d</td> <td data-bbox="360 775 1263 823"><b>Accidental Pollution Liabilities.</b></td> </tr> <tr> <td data-bbox="286 823 360 943">(3)</td> <td data-bbox="360 823 1263 943">Standard Workmen’s compensation policy covering all the employees of the operator on shore because Masters &amp; Crew members are covered under P&amp;I.</td> </tr> <tr> <td data-bbox="286 943 360 1222">(4)</td> <td data-bbox="360 943 1263 1222">CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&amp;I Policy. However if the port provide office inside wharf area / anywhere within confines of the port as per <b>GCC Clause 36</b>, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death &amp; Property Damage).</td> </tr> </table>	(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 <b>“ITC Hull Clause” with Earthquake, War, SRCC extension.</b>	(2)	<b>Protection &amp; Indemnity</b> policy cover to be taken by the contractor which covers:	a	<b>Crew Liability</b> towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.	b	<b>Third Party liability</b> towards death / bodily injury as well as property damage.	c	<b>Wreck Removal</b>	d	<b>Accidental Pollution Liabilities.</b>	(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 P&I Policy. However if the port provide office inside wharf area / anywhere within confines of the port as per <b>GCC Clause 36</b> , then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).	<p>We would like to draw your attention that the following standard insurance covers are available to the Contractor:</p> <ol style="list-style-type: none"> <li>1) Hull &amp; Machinery (H&amp;M) and war risk insurance coverage for the Tug</li> <li>2) Protection &amp; Indemnity (P&amp;I) for third party liability, crew liability, wreck removal, pollution liabilities</li> <li>3) Workmen’s compensation covering life of shore- based workers, if any.</li> </ol> <p>As these are only insurance covers available to the Owner, we trust these insurances shall meet the requirement of the Port. Kindly confirm acceptance of the above.</p>	<p style="text-align: center;"><b>Tender Condition Prevails</b></p>
(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 <b>“ITC Hull Clause” with Earthquake, War, SRCC extension.</b>																		
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13.	<p><b>Clause No. 32 of GCC, Page No. 35</b>  <b>Substitute Tug (for commencement of contract only)</b></p> <p>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 Substitute Tug to commence the contract till deployment of the new built 60T Bollard Pull ASTDS Tug. Substitute Tug shall be either of a 60T Bollard Pull or 50T Bollard Pull capacity with following specifications (with all necessary valid certificates).</p>	<p>We are of the opinion that the front runner tug/ Initial substitute Tug should also meet the new Tug specification specifically with respect to Fifi and Propulsion system.  Kindly Confirm.</p>	<p><b>Tender Condition  Prevails</b></p>
14.	<p><b>Clause No. 48 of GCC, Page No. 42</b>  <b>Substitute Tug (during the contract period after supply of main tug)</b></p> <p>The contractor shall provide a substitute tug of Suitable type and capacity or higher (as per tender requirements) from 7<sup>th</sup> day onwards, whenever the Tug is not available beyond its accumulated allocated down time of 6 days.</p>	<p>Since there are no ASTDS tugs of similar capacity is available in the market, we request that suitable substitute Tug of 60T BP, Non ASTDS Tug would be acceptable by the Port for the short term as a Temporary Tug in case of break down, drydock etc. during the term of the contract.  Please confirm</p>	<p><b>Please refer Corrigendum  SI. No. 7</b></p>
15.	<p><b>Clause No. 49 (C) of GCC, Page No. 43</b>  <b>Penalty on Non Availability of Tug</b></p> <p>Non-availability of tug may be adjusted against down time available in contractor's account. If the non-availability is say for total 26 hours, 24 hours may be adjusted against 1 day downtime available in contractor's account subject to firm submitting a written request in this regard and acceptance of the same by the Deputy Conservator. For remaining 2 hours penalty shall be imposed.</p>	<p>We request you to kindly amend the sentence as follows:  “Non-availability of tug may be adjusted against down time available in contractor's account before imposing penalty and non payment of hire charges.”</p>	<p><b>Please refer  Corrigendum  SI. No. 8</b></p>



<p><b>16.</b></p>	<p><b>Clause No. 52 of GCC, Page No. 44</b></p> <p><b>Price Bid Evaluation</b></p> <p>Price bid of those bidders, who have qualified techno commercially, will be opened and daily charter rate for Tug evaluation will be calculated for <b>8 hours</b> running per day as per the following:</p> <table border="1" data-bbox="264 400 1512 662"> <tr> <td><b>Charter hire rate per day (24 hours)</b> (Basic rate excluding GST)</td> <td></td> <td><b>= X</b></td> </tr> <tr> <td>Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour</td> <td><b>Y1</b></td> <td rowspan="3"><b>= Y</b></td> </tr> <tr> <td>Fuel consumption of Main Engine No.2 at 100% MCR in Lit/Hour</td> <td><b>Y2</b></td> </tr> <tr> <td>Fuel consumption of DG Engine at 100% MCR in Lit/Hour</td> <td><b>Y3</b></td> </tr> <tr> <td><b>Daily rate (Evaluated Bid Price)</b></td> <td colspan="2"><b>= X + {(Y x 8) x C}</b></td> </tr> </table> <p>Where <b>C</b> = <b>cost of fuel/litre</b> prevailing on the date of opening of Price Bids. The rate considered is the rate of LSHFHSD supplied by Public Sector Oil companies for NMPA Port Crafts on the date of opening of Price Bids.</p>	<b>Charter hire rate per day (24 hours)</b> (Basic rate excluding GST)		<b>= X</b>	Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour	<b>Y1</b>	<b>= Y</b>	Fuel consumption of Main Engine No.2 at 100% MCR in Lit/Hour	<b>Y2</b>	Fuel consumption of DG Engine at 100% MCR in Lit/Hour	<b>Y3</b>	<b>Daily rate (Evaluated Bid Price)</b>	<b>= X + {(Y x 8) x C}</b>		<p>We believe that both Charter hire charges and Fuel consumption of <b>ASTDS Tug</b> should <b>only</b> be considered for the Price bid evaluation.</p> <p>Please confirm.</p>	<p><b>Please refer Corrigendum Sl. No. 9</b></p>
<b>Charter hire rate per day (24 hours)</b> (Basic rate excluding GST)		<b>= X</b>														
Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour	<b>Y1</b>	<b>= Y</b>														
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<b>Daily rate (Evaluated Bid Price)</b>	<b>= X + {(Y x 8) x C}</b>															

<p><b>17.</b></p>	<p><b>Clause No. 30 (F) of GCC, Page No. 30</b></p> <p><b>Bollard Pull</b></p> <p>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>i. If the bollard pull test is carried out at the request of Port and the Tug delivers the required Bollard Pull, the entire cost shall be borne by the Port. We request modification of this clause. Please confirm.</p> <p>ii. During such bollard pull test the Tug will be considered on hire.</p> <p>iii. We request the interval of Bollard Pull test shall be during drydocking.</p> <p><b>Our requests as above are in line with Tender clauses of most of the other Major Ports.</b></p>	<p><b>Tender Condition Prevails</b></p>
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18.	<b>Clause No. 62 of GCC, Page No. 46 Employer Liability Insurance</b>	We request you to kindly start the sentence with the word if applicable..... This request is in line with the recently discharged Tender.	<b>Please refer Corrigendum Sl. No. 10</b>
19.	<b>Clause No. 23 (a) of GCC, Page No. 28 PAYMENTS</b> a) The monthly bill in complete shape i.e. Applicable SPF, crew list, monthly reports and <b>salary details paid to the staff</b> etc. is to be submitted to the office of the Deputy Conservator and payment will be made within 15 days from the date of submission of bill.	We request deletion of the highlighted portion of the Clause as the salary details paid to the staff is confidential information concerning our business which cannot be shared.	<b>Tender Condition Prevails</b>
20.	<b>Clause No. 63 of GCC, Page No. 46</b> 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.	As your good self is aware, the Workmen's compensation and ESI both are not applicable to Tug crew. Hence, kindly confirm that this clause is subject to applicability. <b>Please note that the same was confirmed as per corrigendum issued to the discharged tug tender.</b>	<b>This clause is subject to applicability.</b>
21.	<b>Clause No. 44 (A) of GCC, Page No. 40 Supply of Fuel (LSHFHSD), and Fresh water:</b> Fuel (LSHFHSD) and fresh water for running of the Tug will be supplied by the Port Authority on Port's account. Fuel & freshwater supply will be made periodically as per the requisition of the contractor sufficiently in advance. <b>In the event of any difficulty faced by NMPA for supply of fuel &amp; fresh water, the contractor will be requested to supply the same to the Tug and the cost will be reimbursed at actuals including transportation cost on production of supporting documents.</b>	(i) Please note in case of fuel supply by Operator/ Contractor, GST will be applicable on fuel billed to NMPA. Therefore, Port is required to pay total cost plus GST at applicable rate. (ii) Further, the Contractor shall not be held responsible for non- availability of fuel which is beyond Contractor's control. Please confirm.	<b>Please refer Corrigendum Sl. No. 11</b>

22.	<p><b>Clause No. 2.2 of GCC, Page No. 11</b>  <b>Clause 2.2 TENDER SUBMISSION:</b>          If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the <b>original document (hard copy)</b> for the same shall be submitted prior to cut off date and time of <b>Technical Bid opening.</b></p>	<p>We understand that only (i) Original Bank Guarantee towards EMD have to be submitted physically prior to Technical Bid opening. Please confirm.</p>	<p><b>Yes. Bidder's understanding is correct.</b></p>
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23.	<p><b>Additional Query</b>          Whenever the Tug is engaged for Port Operations, the <b>Tug will be treated as Port Tug.</b></p>	<p>In line with tug tenders of other Major Port trusts such as Mormugao Port, Paradip Port, Vizag Port, Kolkata Port etc., we request that throughout the contract period, the tug shall enjoy the Protection and Indemnities available to the vessels owned by the NMPA provided under bye-laws of the New Mangalore Port Trust/ Authority Act or otherwise.          Our request to include "Whenever the Tug is engaged for Port Operations, the <b>Tug will be treated as Port Tug</b>" was part of Port's previous tug tenders. Kindly Consider.</p>	<p><b>Not Applicable</b></p>
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24.	<p><b>Clause No. 6 of GCC, Page No. 24</b>  <b>FORCE MAJEURE:</b>          (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.</p>	<p>We request the following modifications in this clause:          Clause No. 6 FORCE MAJEURE:          (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 <u>substantially</u> attributable to the <del>other</del> party <u>invoking force majeure</u></p>	<p><b>Tender Condition Prevails</b></p>
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<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"> <li>• Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.</li> <li>• War hostilities (whether war to be declared or not), invasion, act of foreign enemies.</li> <li>• Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.</li> <li>• Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub-contractor</li> <li>• 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.</li> </ul> <p>The failure of the party to fulfill any of its obligations hereunder 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.</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"> <li>• <u>ACT OF GOD including but not limited to</u> Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.</li> <li>• War hostilities (whether war to be declared or not), invasion, act of foreign enemies.</li> <li>• Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.</li> <li>• Riot, commotion, disorder, strike or Lockout by persons, <u>employees, contractors, subcontractors of any party other than the party invoking force majeure</u> <del>contractor's personnel and other employees are the contractor or sub-contractor.</del></li> <li>• Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity <u>howsoever caused</u>, <del>except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity.</del></li> </ul> <p>The failure of the party to fulfill any of its obligations hereunder <u>under this contract</u> 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 or a <u>consequence thereof</u>, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures to <u>avoid, minimize or prevent such events and/or conditions</u>, all with the objective of carrying out terms and conditions of the contract.</p>	
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25.	<p><b>DG SHIPPING GUIDELINES</b></p> <p>Since all the Major Port Tenders are governed by DG Circular, we request you to please incorporate the following in the tender.</p> <p>“This tender will be governed by the guidelines issued by DG Shipping for hire of vessels vide S.D. Circular – 2/2002 dt.8-11-2002” and amendments thereto.</p>	<p><b>Tender Condition Prevails</b></p>	
26.	<p><b>Clause No. 30 (O) of GCC, Page No. 32</b></p> <p><b>Safety devices</b></p> <p>Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.</p>	<p>We request you to kindly specify the safety devices that need to be installed in the Tug.</p>	<p><b>Tender Condition Prevails</b></p>
27.	<p><b>Pre Contract Integrity Pact, Page No. 74</b></p> <p><b>7.0 Fall Clause</b></p> <p>7.1 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>Request for Removal:</b> This is a regressive clause and does not apply to this Tug tender for numerous reasons. Since it has a material impact on our contract and can jeopardize the viability of the project, we request that this clause is to summarily be removed from the tender.</p> <p>This is one of the reasons which holds us in participating tenders. Hence, request for kind consideration. JNPT and many other Major ports do not have such clause in their Integrity pact.</p>	<p><b>Tender Condition Prevails</b></p>

28.	<p><b>Clause No. 30 (N) of GCC, Page No. 32</b>  <b>Manning</b>  Tug must be manned as per <b>Statutory Requirements</b>.  The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.</p>	<p><b>Request for Clarification:</b> It is humbly requested that the Port should clearly mention the Manning requirement as is the case in all other Major Port Tug hiring tenders. It removes discrepancy in Contract pricing and all the Bidders are on the same page without any guess work involved in it.</p>	<p><b>Tender Condition Prevails</b></p>
29.	<p><b>Clause No. 47 of GCC, Page No. 41</b>  <b>Down time</b>  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 can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair. If the down time exceeds 6 days, the contractor shall provide substitute tug of Suitable type and capacity or higher (as per tender requirements) for operation from the 7th day on</p>	<p><b>Request for amendment:</b> We request that the Contractor shall be allowed to use down time upto 12 days at a stretch. It is difficult to find a substitute of 60Ton in the Indian Market and mobilizing a Tug within 6 days is quite a daunting task. Therefore, this clause is inevitably imposing penalty on the contractor.  Kindly amend the clause to allow down time usage upto 12 days at a stretch and requirement of placing a substitute tug if the unavailability exceeds more than 15 days (considering drydock requirement).</p>	<p><b>Tender Condition Prevails</b></p>
30.	<p><b>Request for inclusion of the following clause:</b>  In line with other Major Port Tenders, we request inclusion of the following clause:  “Provided that whilst engaged on duties as instructed by the Port, the said Tug shall enjoy the protection and indemnities available to the vessels owned by the New Mangalore Port Authority”.</p>		<p><b>Not Applicable</b></p>
31.	<p>Per our submission made vide our letter <b>PML/NMPA/TENDER/2024/01-01</b> dated <b>15th January 2024</b>, we request you to allow tugs deemed to be made in India as per Ministry of Shipping clarifications and OM File No. <b>SY-13013/1/2020-SBR</b> dated <b>11 November 2020</b> and subsequently <b>SY-13017/4/2017-SBR</b> dated <b>20th September 2023</b>.  This shall allow more bidders to bid for the project.</p>		<p><b>Tender Condition Prevails</b></p>

32.	<p><b>Clause No. 5 of NIT, Page No. 7</b>  <b>Earnest Money Deposit</b> as per <b>Clause No. 2.6 (a) of ITB</b></p>	<p>The EMD required is of a very high value and we request you to reduce the same.</p>	<p><b>Tender Condition Prevails</b></p>
33.	<p><b>Clause No. 2.2 (a) of NIT, Page No. 11</b>  <b>Tender Submission</b>          If the bidder is submitting EMD in the form of Bank Guarantee /Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted prior to cut off date and time of Technical Bid opening.</p>	<p>We request atleast <b>3 working days</b> time to deliver the physical copy of EMD to your good port. The copy of the same will be updated during the submission of tender online.          This is in line with policies of other major ports such as JNPA/DPA</p>	<p><b>Tender Condition Prevails</b></p>
34.	<p><b>Clause No. 19.1 of GCC, Page No. 27</b>  <b>Performance Security</b>          "Performance Security should be <b>10 % of Total Contract value + GST</b> and should be submitted in the form of...."</p>	<p>Total Contract Value + GST can have a huge financial impact due to the amount Bidder will have to pay to the bank which in turn will lead to higher charter hire. We suggest that the port request for Annual Contract Value + GST which will be beneficial to both parties</p>	<p><b>Tender Condition Prevails</b></p>
35.	<p><b>Clause No. 31(B), Page No. 35</b>          The substitute Tug (<b>owned / hired</b>) should be <b>Indian flagged</b> on or before 15/01/2021 as per OM dated 20/10/2021 from Govt. of India, Ministry of Ports, Shipping &amp; Waterways.</p>	<p>The SOP for hiring of tugs issued by Ministry of Shipping vide File No. SY13013/1/2020-SBR dated <b>15 September 2020</b> clause 2.vii clearly states that in the event no readily new built tug is available, bidders to be given 18 months to deliver new tug and the interim they can provide any alternate tug which meets the operational requirements.          Hence, we request the port to remove the condition that initial tug has to be flagged in India on or before <b>15/01/2021</b>.</p>	<p><b>Tender Condition Prevails</b></p>

36.	<p><b>Clause No. 32 of GCC, Page No. 36</b>  <b>Case-I:</b>  In case the successful bidder supplies a <b>60 T Bollard Pull substitute tug</b> 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>The SOP for hiring of tugs issued by Ministry of Shipping vide File No. SY13013/1/2020-SBR dated 15 September 2020 clause 2.vii clearly states that in the event no readily new built tug is available, bidders to be given 18 months to deliver new tug and the interim they can provide any alternate tug which meets the operational requirements.</p> <p>In such a case there should be no discrimination in charter hire between the 2 tugs since the port is using the substitute tug while the Bidder is building a new tug</p>	<p><b>Tender Condition Prevails</b></p>
37.	<p><b>Clause No. 33 of GCC, Page No. 37</b>  <b>SERVICE REQUIREMENT</b>  The vessel to be used for all lawful maritime activities as directed by Deputy Conservator including <b>berthing, unberthing, firefighting, SPM operations (about 10 nautical miles from shore), towing buoys and saving life &amp; property etc.</b> round the clock (24 hours a day) and throughout the contract period of <b>eight (08) years.</b></p>	<p>Kindly confirm that coastal manning shall be required for the operations.</p>	<p><b>Tender Condition Prevails</b></p>
38.	<p><b>Pre Contract Integrity Pact, Page No. 74</b>  <b>7.0 Fall Clause</b>  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>Tug charter hire depend on price of tug including applicable exchange rate, bollard pull, specification of tugs, duration of contract, type of service required and operational conditions. It changes from every port to port. Following are further market situation for tugs:</p> <ol style="list-style-type: none"> <li>Tug prices have gone up by 20 pct</li> <li>Indian rupee has depreciated by almost 8 pct in last few months which further increases cost of tugs, spares and in many cases wages.</li> <li>In JNPT tugs are used for very long hours sometimes for 14-15 hours in a day. This lead to extra cost for maintenance and manpower.</li> <li>Tug charter hire depend upon availability of tugs and demand/supply dynamics at time of tender.</li> </ol> <p>Considering the same we request deletion of the Fall Clause.</p>	<p><b>Tender Condition Prevails</b></p>



## **CORRIGENDUM**

1	<p><b>Clause No. 2.6 (b) of ITB to read as:</b> EMD in the form of Bank Guarantee (as per Form -5) shall have a validity period of <b>03 months</b> and claim period of <b>03 months</b>.</p>
2	<p><b>Clause No. 2.16 (6) of ITB to read as:</b> TDS Certificate Towards The proof of payment received from the clients to be submitted. <b>However, TDS Certificate is not mandatory for contracts executed with the Govt. / PSU / Major Ports.</b></p>
3	<p><b>Clause No. 19.1 of GCC to read as:</b> Performance Security should be <b>10 % of Total Contract value + 18 % GST</b> and should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Scheduled Bank or payment online in an acceptable form within <b>28 days</b> of issue of Work Order. Bank Guarantee as per Format given in <b>Form -2</b> with a validity of <b>One year</b> and claim period of <b>3 months</b>. However, the <b>Bank Guarantee will have to be extended every year till completion of contract</b> with a claim period of <b>3 months</b>. Contractor has to renew the BG well in advance to avoid penalty / encashment.</p>
4	<p><b>Clause No. 2.8 of ITB to read as:</b> <b>TENDER VALIDITY:</b> The tender shall remain valid for acceptance for a period of <b>90 days</b> from the date of opening of <b>Technical Bid</b>. NMPA reserves their right to extend the period of validity for a specific time. The request and the response, there to, shall be made in writing by post or by Fax/ email. A bidder may refuse the request without forfeiting his EMD. However, in the event of the tenderer agreeing to the request; he shall not be permitted to modify his tender and also shall submit an extension of EMD, if it is submitted in the form of Bank Guarantee. <b>In case if there is a delay in opening of technical bid, sufficient time would be given for extension of BG (EMD) accordingly.</b></p>
5	<p><b>Clause No. 30 (E) of GCC to read as:</b> <b>Type of Propulsion</b> <b>Azimuth Stern Drive (ASD)</b> with twin propeller system</p>

6	<p><b>Clause No. 30 (H) of GCC to read as:</b>  <b>External Fire Fighting System</b>  External firefighting system shall be fitted with centrifugal type engine driven PTO pumps (Total Capacity - Min. 2400 m<sup>3</sup>/hr.), fire monitors and water spray system, meeting AGNI 1 or equivalent notation. Suitable Foam Compound with a minimum of 2,000 Ltrs. shall be made available throughout the contract period. The compound has to be replaced at the contractor's cost after expiry period of the foam. However, in case of use of the same foam by the Port for any firefighting activities, same shall be replaced on Port's account. The Tug should be ready for firefighting at all times.</p>								
7	<p><b>Clause No. 48 of GCC to read as:</b>  <b>SUBSTITUTE TUG (during the contract period after supply of main tug)</b>  The contractor shall provide a substitute tug of Suitable type and capacity or higher (as per tender requirements) from 7th day onwards, whenever the Tug is not available beyond its accumulated allocated down time of 6 days.  Suitable substitute tug of 60T Bollard Pull capacity, preferably ASTDS tug or any 60T Bollard Pull tug flagged in India on or before 15-01-2021 as per OM No. SY-13013/1/2020-SBR dated 20-10-2021 from Govt. of India, Ministry of Ports, Shipping &amp; Waterways would be acceptable.</p>								
8	<p><b>Clause No. 49 (C) of GCC to read as:</b>  <b>PENALTY ON NON AVAILABILITY OF TUG</b>  <b>If the Tug fails to perform/provide service fulfilling the contractual obligations,</b> penalty will be imposed.  The contractor shall provide a substitute tug of suitable type and capacity or higher (as per tender requirements) from 7th day onwards, whenever the Tug is not available beyond its accumulated down time of 6 days.  If substitute tug as per Clause No.48 of GCC is not provided after availing 6 days of down time, penalty as follows will be imposed.</p> <table border="1" data-bbox="264 1102 1301 1321"> <tr> <td>1 to 7 days =</td> <td>25 % of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>8 to 14 days =</td> <td>50% of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>15 to 21 days =</td> <td>75% of hire charges per day + Non-payment of hire charges</td> </tr> <tr> <td>22 to 30 days =</td> <td>100% of hire charges per day + Non-payment of hire charges</td> </tr> </table>	1 to 7 days =	25 % of hire charges per day + Non-payment of hire charges	8 to 14 days =	50% of hire charges per day + Non-payment of hire charges	15 to 21 days =	75% of hire charges per day + Non-payment of hire charges	22 to 30 days =	100% of hire charges per day + Non-payment of hire charges
1 to 7 days =	25 % of hire charges per day + Non-payment of hire charges								
8 to 14 days =	50% of hire charges per day + Non-payment of hire charges								
15 to 21 days =	75% of hire charges per day + Non-payment of hire charges								
22 to 30 days =	100% of hire charges per day + Non-payment of hire charges								

- If the tug is not available up to 30 minutes, there is no penalty. If non-availability continued beyond 30 minutes, then it will be considered as one full hour.
- One hour and part thereof will also be considered as full hours i.e. if the Tug is not available for 1 hour 20 minutes, then non-availability will be considered as 2 hours and so on.
- In case of non-availability for 1 hour, 2 hours and so on, penalty will be imposed @ **25%** of hire charges per hour + Non-payment of hire charges per hour on pro-rata basis.

**However, if the contractor is not providing a tug as per the contract even after a lapse of 36 days (6 days down time + 30 days penalty duration), the contract is liable to be terminated, subject to decision of the Management.**

Non-availability of tug may be adjusted against down time available in contractor's account.

**9 Clause No. 52 of GCC to read as:**

**Price Bid Evaluation**

Price bid of those bidders, who have qualified techno commercially, will be opened and daily charter rate for Tug evaluation will be calculated for **8 hours** running per day as per the following:

<b>Charter hire rate per day (24 hours)</b> (Basic rate excluding GST)		<b>= X</b>
Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour	<b>Y1</b>	<b>= Y</b>
Fuel consumption of Main Engine No.2 at 100% MCR in Lit/Hour	<b>Y2</b>	
Fuel consumption of DG Engine at 100% MCR in Lit/Hour	<b>Y3</b>	
<b>Daily rate (Evaluated Bid Price)</b>		<b>= X + {(Y x 8) x C}</b>

Where C = cost of fuel/litre prevailing on the date of opening of Price Bids. The rate considered is the rate of LSHFHSD supplied by Public Sector Oil companies for NMPA Port Crafts on the date of opening of Price Bids.

The bidder has to declare the fuel consumption per hour (Y) of Tug at **100 % MCR (Maximum Continuous Rating)** in Annexure-8. The bidder have to submit **ENGINE MANUFACTURER'S DATA** (shop trial) authenticating their quoted fuel consumption @**100% MCR** for both Main engine & Auxiliary engine. During the course of contract, 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 / deducted from the contractor's account, as per fuel rates prevailing at that time.

**Charter hire rate and Fuel consumption of ASTDS Tug shall only be considered for the Price bid evaluation.**

10	<p><b>Clause No. 62 of GCC to read as:</b></p> <p><b>Employer Liability Insurance: If applicable</b>, the contractor shall indemnify and keep indemnified the Employer i.e. <b>NMPA</b> 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 on 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.</p>
11	<p><b>Clause No. 44 (A) of GCC to read as:</b></p> <p><b>SUPPLY OF FUEL (LSHFHSD) AND FRESH WATER:</b></p> <p>Fuel (LSHFHSD) and fresh water for running of the Tug will be supplied by the Port Authority on Port's account. Fuel &amp; freshwater supply will be made periodically as per the requisition of the contractor sufficiently in advance. <b>In the event of any difficulty faced by NMPA for supply of fuel &amp; fresh water, the contractor will be requested to supply the same to the Tug and Port will reimburse the total cost of fuel + GST at applicable rate and transportation cost on production of supporting documents. Contractor will not be made responsible for non-availability of fuel.</b> A log book shall be maintained by the Tug-in-charge/Master indicating the running hours, day-to-day fuel consumption, fuel tank soundings, balance fuel on board etc.</p>

### **ADDENDUM for Clause No. 31 of GCC**

<p><b>At the time of submission of bids, the Tug offered by the bidder should be either of the following:</b></p>	
<p><b>A</b></p>	<p><b>IN CASE NEWLY BUILT TUG AS PER ASTDS READILY AVAILABLE BY THE BIDDER</b></p> <p>Bidder should submit the following along with <b>Technical bid</b>:</p> <ol style="list-style-type: none"> <li>a) <b>Technical details of new tug</b> as per ASTDS in Annexure -7</li> <li>b) <b>Fuel Consumption of the new tug</b> as in Annexure -8</li> <li>c) <b>Valid Class Certificate (IACS)</b></li> <li>d) <b>Tug Registration Certificate</b></li> <li>e) <b>Tug GA Plan</b></li> </ol> <p>The <b>Newly Built Tug</b> shall be deployed within <b>60 days</b> from the date of issue of Work Order, failing which Penalty will be imposed as per <b>Clause No. 49 (A) of GCC</b>.</p>

**OR**

**B IN CASE BIDDER INTENDS TO SUPPLY NEW BUILT TUG CONSTRUCTION IN INDIA AS PER ASTDS AND SUBSTITUTE TUG FOR COMMENCEMENT OF CONTRACT**

Bidder should submit the following along with **Technical bid**:

- a) **An Undertaking as in Annexure -14**
- b) **Technical details of new tug as per ASTDS in Annexure -7**
- c) **Technical details of substitute tug as in Annexure -7**
- d) **Fuel Consumption of the new tug as in Annexure -8**
- e) **Valid Class Certificate (IACS) of substitute tug.**
- f) **Tug Registration Certificate of substitute tug.**
- g) **GA plan of substitute tug.**
- h) **Bollard Pull Certificate of substitute tug.**
- i) **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 **NMPA**.

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**.

In case **Approved Standardized Tug Design and Specification (ASTDS) Tug** is not readily available, then the bidder may offer a **substitute tug** as per **Clause No. 32 of GCC**, which shall be deployed within **60 days** from the date of issue of Work Order, on the condition that the Tug initially offered is **substituted with an Indian built tug** as per the **ASTDS** not later than **18 months** from the date of commencement of the contract, failing which penalty will be imposed as per **Clause No. 49 (B) of GCC**. 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**.

The substitute Tug (**owned / hired**) 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.

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.

If the fuel consumption of the **substitute tug** is found above the declared consumption of offered tug as in **Annexure-8**, the Port would recover the cost towards the excess consumption of fuel from the **monthly bills**, as per fuel rates prevailing at that time.

**OR**

**C TUG UNDER CONSTRUCTION**

In case the Tug is under construction at the time of submission of bid and which would be delivered within **60 days** from the date of issue of Work Order as per **clause No. 2 of GCC**, bidder should submit the following along with **Technical bid**:

- a) **Technical details of new tug** as per **ASTDS in Annexure - 7**
- b) **Fuel Consumption of ASTDS tug in Annexure – 8**
- 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** with Shipyard – Tentative Delivery date to be mentioned **mandatorily**.
- e) Approved **GA Plan** of ASTDS tug
- f) **Tug Registration Certificate**, if available
- g) **Valid Class Certificate (IACS)**, if available

The Tender Committee recommends uploading the Pre-bid Clarifications, Corrigendum and Addendum in NMPA and CPP websites, subject to approval of the Competent Authority.