

**Tender No. NMPA/ME/PORT CRAFTS/2024/01 dated 12-03-2024; e-tender No. 2024\_NMPT\_799871\_1**  
**Tender for “Hiring of 1 No. 50T BP Tug for a period of 05 years”**

**PRE –BID CLARIFICATIONS**

<b>Sl. No.</b>	<b>Clause Details</b>	<b>Clarification Sought / Changes Suggested</b>	<b>Clarifications by NMPA</b>
1.	<p><b>Pre Contract Integrity Pact, Page No. 69</b>  <b>7.0 Fall Clause</b>                      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>1. No two Tugboats are similar – Technical Specification:                      The technical specifications of the tugboat play a key role in determining its capital cost including but not limited to the bollard pull, Class of vessel, type and make of engine and thrusters, guaranteed speed, firefighting capability, specialized equipment such as towing gear/ winches, accommodation/ space, quality of construction etc. Even if the bollard pull of two tugboats is the same, the remaining factors can also significantly impact the purchase price of the tugboat which could result in the bidder quoting different prices for vessels having same Bollard Pull.</p> <p>2. Acquisition Cost and Forex Fluctuations:                      Tugboats are capital intensive assets and majority of the players in the market approach banks to finance the huge acquisition cost. The cost of acquisition is one of the primary factors that determine the charter rate quoted for the tugboat.</p> <p>All contracts whether for shipbuilding or purchase of a constructed vessel are mostly dollar denominated and the effect of forex fluctuations falls on the buyer. Further, most of the spare parts of these highly sophisticated Tugboats are also imported from original equipment manufacturers located overseas, and therefore, the fluctuation of the Indian Rupee against major currencies plays an important role in the cost of Repair &amp; maintenance of Tugboats. In recent times, the Rupee depreciation against US Dollar has significantly increased the acquisition cost as well as the repair and maintenance cost of these Tugboats.</p>	<p align="center"><b>Tender Condition Prevails</b></p>

	<p>3. Time of acquisition of Tugboats – Demand &amp; Supply: The unpredictable demand &amp; supply situation in the International Market drives the cost of acquisition of Tugboats and such cost might fluctuate with substantial margins and thereby, the price quoted by the bidder reflects the prevailing market scenario at the time of acquisition of the tugboat.</p> <p>4. Mobilization cost The mobilization cost of the Tugboats from domestic or overseas locations is largely 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 in recent times impacting the daily hire rate of tugboats.</p> <p>5. Cost of operations: The operational hours of Ports differ from one to another. The longer duration operations in a specific port would require additional manpower deployment to provide adequate rest hours to the crew and thereby, the cost of operation accordingly increases. The increased utilization of the Tug also increases the Repair and Maintenance cost of the vessel.</p> <p>Further, Indian Major Ports are scattered across the coastline of India and some of them are situated in isolated locations. The required infrastructure like credible workshop, availability of spare parts and unavailability of dry-dock in the region increases the cost of operations. Logistics for mobilization and demobilization of manpower also makes operations for many of the Ports more expensive than others.</p> <p>In view of the reasons stated above, the price quoted by a contractor at one Port for supply of Tugboat cannot be compared to price offered for a similar category of Tugboat at other Ports.</p> <p>It is pertinent to mention that we had recently raised this issue with the management of JNPA and the Management was kind enough to consider our concerns and subsequently the authority amended the Integrity Pact in their tender (Ref. No. JNP/DC/60T BP TUG /2022) and the said “Fall Clause” was deleted.</p> <p>We request deletion of this clause.</p>	
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<p>2.</p>	<p><b>Clause No. 2.2 of ITB, Page No. 11</b>  <b>Tender Submission:</b>          If the bidder is submitting EMD in the form of <b>Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque</b>, 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><b>Clause No. 2.6 of ITB, Page No. 12</b>  <b>EARNEST MONEY DEPOSIT (EMD)</b>          The tender shall be accompanied by Earnest Money Deposit of <b>₹66,87,000/-</b> in the form of <b>Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee</b> from any of a <b>Scheduled Bank or payment online</b> in an acceptable form, which is stipulated in the tender.</p>	<p>1) In line with the recently awarded tender by your good office, we understand that the Bank Guarantee (both EMD and PBG) can be issued from any branches in India. Kindly confirm.</p> <p>2) Further, similar to recently concluded Tug hiring Tender by the Port, we understand that only (i) Original Bank Guarantee towards EMD have to be submitted physically prior to Technical Bid opening. Please confirm.</p>	<p>1. BG can be issued from any scheduled bank in India.</p> <p>2. Yes. Bidder's understanding is correct.</p>
<p>3.</p>	<p><b>Clause No. 30 (O) of GCC, Page No. 31</b>  <b>Manning</b>          Tug must be manned as per <b>Statutory Requirements</b>.          As per Statutory requirement, manning of the vessel is the responsibility of vessel Master/Owner. It is also their responsibility to ensure that the vessel is fit for trading. Further the vessel Owner/Master shall ensure that all statutory requirements are complied with.</p> <p><b>Clause No. 33 of GCC, Page No. 32</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 five (05) 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>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><b>Tender Condition Prevails</b></p>

<p>4.</p>	<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 + 18 % GST</b> and should be submitted in the form of <b>Insurance Surety Bonds</b> or <b>Account Payee Demand Draft</b> from a <b>Commercial Bank</b> or <b>Bank Guarantee</b> from a <b>Scheduled Bank</b> or <b>payment online</b> in an acceptable form within <b>28 days</b> of issue of Work Order. <b>Bank Guarantee</b> 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>	<p>1) We request that the Performance Bank Guarantee shall be for an amount of 10% of the Annual Contract Value + 18% GST.</p> <p>2) Alternatively, the contractor upon award to furnish Five numbers of Bank Guarantee (in case of 5 years contract) of each BG of equal to 10% of annual contract price + 18% GST, therefore totaling to 10% of total contract price + 18% GST with validity of 1, 2, 3, 4 &amp; 5 years + 3 months claim period respectively. In this mechanism the Port at any time will have with them BG of 10% of outstanding contract value + 18% GST. This would also help the Port to release the 1/5th value of performance security upon completion of each contractual year. This mechanism would reduce the liability of the contractor for the contractual year successfully completed and would also reduce the margin requirement for the PBG and the PBG cost itself.</p> <p>The above BG submission mechanism is being followed the other major ports such as Paradip (PPA) &amp; VOCPA Port.</p>	<p><b>Tender Condition Prevails</b></p>
<p>5.</p>	<p><b>Clause No. 30 (F) of GCC, Page No. 29</b>  <b>Bollard Pull</b>  Bollard Pull test shall be carried out every two years with a window period of <b>± 3 months</b> 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. <b>Bollard and Berth will be given free of cost</b>, 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>

6.	<p><b>Additional Query</b></p> <p>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.</p> <p>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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7.	<p><b>Clause No. 6 of GCC, Page No. 24</b></p> <p><b>FORCE MAJEURE:</b></p> <p>(A) In this clause “Force Majeure” means and exceptional event or circumstances,</p> <ul style="list-style-type: none"> <li>a. which is beyond party's (Employer or Contractor) control</li> <li>b. which such party could not reasonably have provided against before entering into the contract</li> <li>c. which, having arisen, such party could not reasonably have avoided or overcome</li> <li>d. which is not substantially attributable to the other party.</li> </ul> <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>	<p>We request the following modifications in this clause:</p> <p>Clause No. 6 FORCE MAJEURE:</p> <p>(A) In this clause “Force Majeure” means and exceptional event or circumstances,</p> <ul style="list-style-type: none"> <li>a. which is beyond party's (Employer or Contractor) control</li> <li>b. which such party could not reasonably have provided against before entering into the contract</li> <li>c. which, having arisen, such party could not reasonably have avoided or overcome</li> <li>d. which is not <del>substantially</del> attributable to the <del>other party</del> <u>invoking force majeure</u></li> </ul> <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>	<p><b>Tender Condition Prevails</b></p>
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<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>	<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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8.	<p><b>Clause No. 30 (P) of GCC, Page No. 31</b></p> <p><b>Safety devices:</b> 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>Please refer</b> <b>Corrigendum</b> <b>Sl. No. 1</b></p>
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## **CORRIGENDUM**

1	<p><b>Clause No. 30 (P) of GCC to read as:</b></p> <p><b>Safety devices:</b> Safety devices shall be as per requirements of Flag state and Classification society to work in the close vicinity of vessels carrying inflammable / hazardous cargo.</p>
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The Tender Committee recommends uploading the **Pre-bid Clarifications and Corrigendum** in NMPA and CPP websites, subject to approval of the Competent Authority.