# NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

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PANAMBUR, MANGALORE – 575 010.

Date: 12-05-2023

Karnataka

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

To:

The Prospective Bidders,

Sir,

Sub: "Hiring of 1 No. 50T BP Tug for a period of 5 years" – Realistic Budgetary offer requested - reg.

Please provide Realistic Budgetary offer for "Hiring of 1 No. 50T BP Tug for a period of 5 years" as per the following terms and conditions. The scope of work is as follows.

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

# **Terms and Conditions:**

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 commence the contract within 45 days from the date of issue of Work Order.

### 3 CONTRACT PERIOD

The contract period is for 5 years (FIVE 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 (24hours a day) and throughout the contract period of seven 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			
57	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:			
	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.		
(3)	Stand	lard Workmen's compensation policy covering all the employees of the		
1	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			
	1	have been been been an entire or an entire or an entire or an entire by the contract of the co		
	li	ort provide office inside wharf area / anywhere within confines of the		
	the p			
	the p Port,	ort provide office inside wharf area / anywhere within confines of the		

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 outline specifications of the Tug (Annexure I) is attached herewith.
- 7 The FUEL, FRESH WATER and SHORE ELECTRIC SUPPLY for running the tug will be supplied by NMPA AT FREE OF COST.
- 8 The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates.
- 9 **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.

#### 10 **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 countime 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.

11 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 tugs to be provided should either be:

- a) **Built in India** as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of Ports, Shipping & Waterways (or)
- b) **Indian flagged** on or before 15/01/2021 as per OM dated 20/10/2021 from Govt. of India, Ministry of Ports, Shipping & Waterways

In case bidder is not able to fulfill the above mentioned criteria, then the bidder may offer an substitute tug as per **Tug requirements** within the specified delivery period of **45 days**, 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 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.

- 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.
- 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 measured 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 26-05-2023.

Thanking you,

Yours faithfully

Sr.Dy. Marine Engineer

बरित उप राम्द्री अभिषंता / Sr. Dy. Marine Engineer राष्ट्री राजे वैता मनाम / Marine Engineer division भव मेनालूर भक्ता प्राधिवरण भव न राकाद्वीकार Port Authority राजेन्स, Let [1] Perember Mangalore = 575910

# Annexure-I

TUG REQUIREMENTS:

1	LENGTH O.A	30 to 35 Metres
2	BREADTH	Moulded 9-12 meters
3	DRAFT	Not more than <b>5.00 Mtr</b> at all conditions.
4	CERTIFICATES	Tug should have all statutory certificates as applicable.
5	ТҮРЕ	CYCLOIDAL or STEERABLE RUDDER
		PROPULSION or AZIMUTH STERN DRIVE
		(ASD) with Twin Propeller System.
6	BOLLARD	BOLLARD PULL of the tug @ 90% MCR is 50T.
	PULL	Steady/sustained Bollard Pull of the Tug should be
		<b>50 Tonnes</b> or more at the time of delivery and same to
		be maintained throughout the contract period. Bollard
		Pull test certificate should be from IACS classification
		society and the certificate in original to be submitted
		to New Mangalore Port Authority.
		Bollard Pull test is not required during delivery of Tug.
		However, Bollard Pull Test Certificate shall be
- VOID		produced which should be <b>not more than 01 year old</b> at time of delivery of tug.
		Bollard Pull test shall be carried out every two years
		with a window period of $\pm 3$ months from the date of
		last issued certificate.
		Also, if desired by Dy. Conservator, NMPA, a fresh
		Bollard Pull test should be conducted. Bollard Pull test
		shall be at the cost of the operator 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
<u> </u>	ļ	test would be on operator's account.
7	AGE OF THE	Not more than 15 years at the time of commencement
	TUG	of contract (As per original Builder Certificate or
ļ	1	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
	12 THE LANGE OF TH	MARPOL requirement. The main engine of the tug
		should be of reputed make for trouble free operation
<u> </u>		continuously with easy availability of spares.

	EVTEDNAT	For automal firefighting aither Discal driven Fire
9	EXTERNAL FIGURENCE	For external firefighting, either Diesel driven Fire
•	FIRE FIGHTING	pump or Engine coupled fire pump (Capacity-Min.
	SYSTEM	1200 CUM/Hr.) with dual purpose fire monitors on
		monkey island or bridge or under bridge deck,
		sufficient fire protection system etc. 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.
10	SPEED	About 12 knots continuous with full power and under
		normal weather conditions.
11	TOWING	Quick release tow hook/towing winch with adequate
	ARRANGEMENT	strength and suitably fendered so as to enable the tug
		to push/pull as required. Towing arrangement would
	Market of the Control	mean a towing hook or towing winch. However, for
		tugs with stern propulsion there should be a towing
		winch at forward so that the tug's rope can be passed
		to the ship and adjusted when required. For cycloidal
		tugs the same arrangement should be at aft. Also
		necessary arrangement to be made available for
		towing channel marker buoys for routine
ļ		maintenance works.
		The Operator shall supply and keep onboard minimum
		of two nos. suitable line adequate for pull back
		operation at SPM and also of adequate diameter and
		strength for towing purpose. The ropes should have
		been tested and certified. A copy of the test certificate
		shall be submitted to the Port for verification at the
		time of taking over the tug on hire and subsequently
		whenever the same is required. The certificate should
		not be more than 6 months old at the time of
		commencement of contract and the certificate to be
		renewed periodically as per rules.
		The tug should have side towing facility.
12	COMMUNICATION	
		frequencies.
13	BRIDGE	All major equipment should have Emergency/
Line of the second		supplementary control from Wheel House.
		1 AA

14	NAVIGATIONAL	Marine Radar, Echo sounder, Search Light, G.P.S.,	
	EQUIPMENTS	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	
L		maritime activities as directed by Deputy Conservator.	
16	WORKING	Working hours for the tug is round the clock on all	
	HOURS	days.	
17	SAFETY	Should have appropriate safety devices to work in the	
	DEVICES	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	O.S.D. 1,000 litres with suitable dispersant tank and	
	Dispersant)	spraying Booms/ Arms on both sides of the Tug.	
22	DIESEL	Minimum 02 Nos. of DG Sets of adequate capacity	
! 	GENERATORS		
23	FENDERS	Tug shall be provided with strong and adequate rubber	
		fenders at Bow, Stern and all along the length.	
24	PILOT	Tug should have suitable and safe boarding/ landing	
	LANDING	platform for Pilot transfer on to the vessel.	
	PLATFORM		
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