

**e-TENDER NO. MAR-TECH/50TBP TUG/2025 dated 14/02/2025 e- TENDER ID NO.2025\_VOCPT\_226828**  
**TENDER FOR “Hiring of 1 No. 50T BP Tug for a period of 2 years”.**

**PRE-BID CLARIFICATIONS**

Sl. No	Page No.	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
1.	31	Manning:  As per statutory requirements. The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.	We request you to please be specific about the manning requirement.  Currently tugs are manned as per the Safe manning document applicable for harbour operations. Please confirm if the same is applicable for this tender as well.	<b>Tender Condition prevails.</b> <b>Also refer corrigendum- I;</b> <b>Sl. No. 10</b>
2.	66	<b>PRE-INTEGRITY PACT</b> <b>7.0 Fall Clause</b> <b>7.1</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	We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and should be entirely removed for the following reasons:  <b>A.</b> No two Tugboats are similar – Technical Specification:  Since the cost of acquisition of Tugboats is primarily dependent on the specification of Tugboat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.  <b>B.</b> Time of acquisition of Tugboats – Demand & Supply:  Unpredictable demand & supply situation in the International Market drives the cost of acquisition of Tugboats and thereby, the price quoted by the bidder reflects the prevailing market scenario at the time of that particular tender floated by a Major Port. Therefore, comparing charter rate offered by a service provider at one Port to another Port is misleading and unjustified.	<b>Tender Condition prevails</b>

		<p>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>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 Tugboats. 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>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.</p> <p>The same clause was also amended in MPA Tender No. DC/S (18)/2024/2 floated in July 2024.</p>	
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3.	13	<p><b>2.8 TENDER VALIDITY:</b></p> <p>The tender shall remain valid for acceptance for a period of 180 days from the date of opening of Technical Bid. VOCPA 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.</p>	<p>We have noted that commencement date is on 11th October 2025. In this regard, we request Port to please provide at least 30 days' time for mobilization (i.e. the contract should be awarded at least 30 days before commencement date of 11 Oct 25).</p>	<p><b>Please refer corrigendum- I; Sl. No. 2</b></p>
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		<b>2. COMMENCEMENT OF CONTRACT</b> The successful bidder shall commence the contract on 11-10-2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT Clause No. 30 in GCC. If the contractor fails to comply with the date for commencement of contract, on 11-10-2025, the penalty will be levied as per Clause no. 50 (A) in GCC.		
4.	37	<b>48. DOWN TIME</b> For the purpose of Drydocking of Tug, the contractor may avail 6 days of down time. The Drydocking expenses to be borne by the contractor including all spares and consumables.	For the purpose of Dry Docking, we request the port to accept the contractor using 12 days downtime continuously as the dry docking takes a significant amount of time	<b>Tender Condition prevails.</b>
5.	61	<b>Specimen Bank Guarantee Form for EMD</b> (ii) twenty-eight days after the expiration of the Tenderer's Tender validity or any extended period thereof. <b>2.6 EARNEST MONEY DEPOSIT (EMD)</b> EMD in the form of Bank Guarantee (as per Form -5) of shall have a validity period of 06 months and claim period of 03 months.	In the tender the Validity of the EMD is given as 06 months and claim period of 03 months, while the EMD format specifies that the Bank Guarantee for EMD will expire in twenty-eight days after the tender validity expiration. Request you to please clarify and amend the clauses accordingly.	<b>Please refer corrigendum- I; Sl. No. 8</b>
6	61	<b>Specimen Bank Guarantee Form for EMD</b>	We understand that EMD in the form of Bank Guarantee should be issued from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin. Kindly Confirm.	<b>Please refer corrigendum- I; Sl. No. 7</b>
7.		<b>Additional Query</b> Whenever the Tug is engaged for Port	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	<b>Not accepted</b>

		Operations, the <b>Tug will be treated as Port Tug.</b>	tug shall enjoy the Protection and Indemnities available to the vessels owned by the NMPA provided under by-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> ” <b>was part of Port’s previous tug tenders.</b> Kindly Consider.	
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8.	31	<b>Clause No. 16</b> Under the Merchant Shipping Act, 1958	We hereby request to kindly amend the clause as: Under the Merchant Shipping Act, 1958 / Under Inland Vessel Act 2021	<b>Please refer corrigendum- I; Sl. No. 11</b>
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9.	32	<b>Clause No. 32</b> The tug to be provided should be flying the Flag of India.	We hereby request to kindly allow submission of the tender with a Foreign Flag tender wherein on award of the work the said Tug will be converted to Indian Flag under Merchant Shipping Act / Inland Vessel Act before commencement of work i.e. within mobilization period.	<b>Please refer corrigendum- I; Sl. No. 6</b>
10.	32	<b>Clause No. 33</b> The latest guidelines, Amendments and SOP from DG Shipping & Ministry of Ports, Shipping & Waterways shall be applicable for this tender.	The guideline, SOP, amendments of DG Shipping also allows that if none of the bidders are able to provide an Indian Flag Tug as on date of submission then a time period of 18 months will be allowed for mobilization of a New Tug. However, that might not be the case herein for a tender with a duration of only 2 years. Therefore, request to kindly delete this clause as it may cause future implications for the subject tender.	<b>Tender Condition prevails.</b>

11.	9	<b>Clause No. 1.2</b>  The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt. / State Govt. / PSUs during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:	We hereby request to also add similar works carried out with private companies on submission of legitimate documents such as TDS Certificate, 26AS, Work Order and Work Completion Certificates.	<b>Please refer corrigendum- I; Sl. No. 1</b>
12.	10	<b>Clause No. 30 Tug Requirement</b> <b>1.Length O.A-30-35 metres</b> <b>2.Breadth:</b> Moulded 10-12 metres	Tug available <b>Length O.A-36.25 metres</b> <b>Breadth:</b> <b>Moulded 9.6 metres</b>	<b>Please refer corrigendum- I; Sl. No. 9</b>
13	10	<b>Clause No. 30 Tug Requirement</b> <b>8.External Firefighting System:</b> For external firefighting, either Diesel driven Fire pump or Engine coupled fire pump (Capacity-Min. 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 full validate period - <b>2,000 Ltrs.</b> (To be available on board the Tug at the time of delivery) and adequate Foam Tank for storing.	Tug available  Fire pump capacity 240 cum/Hr	<b>Tender Condition prevails.</b>

**CORRIGENDUM -I**

Sl. No. 1

**Clause No. 1.2 of Minimum Qualification Criteria of the bidders (MQC) to read as:**

**The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (Subcontract work will not be considered for Pre-Qualification) in Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:**

One similar completed work costing not less than (OR)	₹13,49,04,000/- excluding GST
Two similar completed works each costing not less than (OR)	₹8,43,15,000/- excluding GST
Three similar completed works each costing not less than	₹6,74,52,000/- excluding GST
Bidder should have GST registration and copy of same to be submitted.	

**"Similar Work" means**

**The bidder should have experience in "Supply of Tug / Offshore Supply Vessel / Ships and same should have been operated, manned and maintained by the bidder".**

The BIDDERS shall enclose the self-certified copy of supporting documents, if not, originals to fulfill the eligibility criteria for Minimum Qualification Criteria viz. LOA/Work Order/Agreement copies for similar works, Satisfactory Work Completion Certificates from client's letter head (Not in bidder's letter head) indicating contract period & Total executed contract value excluding GST and Fuel Cost.

In case of experience in Private Port / Private Terminal, the bidder has to submit TDS certificate for the past experience & TDS certificate towards the proof of payment received from the clients to be submitted.

**Note: Ongoing contract will not be considered.**

Sl. No. 2

**Clause No. 2 COMMENCEMENT OF CONTRACT of GCC to read as:**

**The successful bidder shall commence the contract within 45 days from the date of issue of work order, and tug to be deployed for service as stipulated in TUG REQUIREMENT Clause No. 30 in GCC. Failing which penalty will be levied as per Clause No. 50 (A) in GCC & Corrigendum-1 Sl. No. 3.**

Sl. No.3	<p><b>Clause No. 50 (A) of GCC PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT to read as:</b></p> <p>The successful bidder shall commence the contract within <b>45 days</b> from the date of issue of work order and tug to be deployed for service as stipulated in TUG REQUIREMENT <b>clause No.30 of GCC</b>. If the contractor fails to commence the contract within 45 days, penalty will be imposed <b>@ 50% of quoted rate per day + GST</b> or part thereof for the delayed period till <b>60 days (penalty period)</b>. If the work is not commenced within <b>105 days</b> (45 days from the date of issue of Work Order + 60 days penalty period), the contract/s shall be liable to be terminated and the EMD/ Performance Security will be forfeited.</p> <p><b>Other clauses remain unaltered.</b></p>													
Sl. No.4	<p><b>Clause No. 53 PRICE BID EVALUATION of GCC to read as:</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 8 hours running per day as per the following:</p> <table><tr><td colspan="2"><b>Charter hire rate per day (24 hours)</b> (Basic rate excluding GST)</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 colspan="2"><b>Daily rate (Evaluated Bid Price)</b></td><td><b>= X + {(Y x 8) x C}</b></td></tr></table> <p>Where C = cost of fuel/litre prevailing on the date of opening of Price Bids. The cost of fuel is the cost of LSHFHSD supplied by M/s. IOCL for VOCPA Port Crafts. <b>Bidders shall submit the Total Fuel consumption in Litres/hour for the Main Engines by using the fuel density of 837.5 kg/m<sup>3</sup> LSHFHSD supplied by IOCL Tuticorin.</b></p> <p>The bidder has to declare the fuel consumption per hour (Y) of Tug at 100 % MCR (Maximum Continuous Rating) in Annexure-8. The bidder has to submit ENGINE MANUFACTURER’S DATA (shop trial) authenticating their quoted fuel consumption @100% MCR for both Main engine &amp; Auxiliary engine.</p> <p>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.</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>
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<b>Daily rate (Evaluated Bid Price)</b>		<b>= X + {(Y x 8) x C}</b>												



Sl. No.5	<p><b>Annexure-8 Fuel consumption of Tug to read as:</b></p> <p><u>Note:</u></p> <p>1. At present LSHFHSD @ (density of 837.5 kg/m<sup>3</sup>) is being used by Port Crafts. <b>Bidders shall submit the Total Fuel consumption in Litres/hour for the Main Engines by using the fuel density of 837.5 kg/m<sup>3</sup> LSHFHSD supplied by IOCL Tuticorin.</b></p> <p><b>Other clauses remain unaltered.</b></p>
Sl. No.6	<p><b>Clause No. 32 of GCC to read as:</b></p> <p>The Tug to be provided should be flying the Flag of India (i.e registered in India). The Tug should be deployed with the Merchant Shipping Act, 1958 / Inland Vessel Act prior to the commencement of the contract.</p>

Sl. No.7	<p><b>Clause no. 2.6 (b) EMD of INSTRUCTION TO BIDDERS (ITB) to read as:</b></p> <p>a The tender shall be accompanied by Earnest Money Deposit of ₹39,79,668/- in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form, which is stipulated in the tender.</p> <p>In case bidder claims exemption of 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>Enterprise type for the classification year 2024-25 is to be updated and submitted.</p> <p>b EMD in the form of Bank Guarantee (as per Form -5) of shall have a validity period of 06 months and claim period of 03 months.</p> <p>EMD in the form of Bank Guarantee should be issued from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin</p> <p>c In the event of BIDDER withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.</p> <p>d The Earnest Money Deposit of unsuccessful BIDDERS shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the tender Clause 19 of GCC.</p> <p>e In the event of forfeiting the EMD, GST as applicable shall be collected.</p>
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Sl. No.8

### Form 3 Specimen Bank Guarantee Form for EMD to read as:

*[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on ₹100/- non-judicial Stamp Paper]* \_\_\_\_\_

*[Bank's Name, and Address of Issuing Branch or Office]* \_\_\_\_\_

Beneficiary: Board of members of the V. O. Chidambaranar Port Authority, Tuticorin,

Date: \_\_\_\_\_

TENDER GUARANTEE No.: \_\_\_\_\_

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer:

has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or

having been notified of the acceptance of its Tender by the Employer/ Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly

This guarantee will expire unless other wise extended or informed by the Employer/ Board:

if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;

or

- (a) if the Tenderer is not the successful Tenderer, upon the earlier of
  - (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
  - (ii) 3 months after the expiration of the Tenderer's Tender validity (6 months) or any extended period thereof.

"Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- b) This Bank Guarantee shall be valid upto \_\_\_\_\_; and
- c) We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee)."

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date \_\_\_\_\_

*[signature(s)]*

*[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]*

Sl. No.9	<b>Clause No. 30 Tug Requirement</b> 1.Length O.A- <b>30 -37 metres</b> 2.Breadth: <b>Moulded 9-12 metres.</b>  <b>Other clauses remain unaltered.</b>
Sl. No.10	<b>Clause No. 34 Service Requirement</b> The vessel to be used in Port limit for all lawful maritime activities as directed by Deputy Conservator or his representative including berthing, unberthing, firefighting, towing buoys and saving life & property etc. round the clock (24 hours a day) and throughout the contract period of Two (02) years or till the completion of contract period.
Sl. No. 11	<b>Clause No. 16</b> Under the Merchant Shipping Act, 1958 / Inland Vessel Act.