

e-TENDER NO. MAR-TECH/GTTP TUG/2025 dated 03/04/2025 e- TENDER ID NO.2025 VOCPT 231978 TENDER FOR “Hiring of 1 No. 60T Bollard Pull capacity GTTP (Green Tug Transition Programme) Compliant Battery Electric Green Tug along with Manning, Operation, Maintenance and Complete Technical Management for a period of 15 Years at V.O. Chidambaranar Port Authority”.

PRE-BID CLARIFICATIONS

Sl. No	Page No. in the tender document	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
1.	3) NIT P. No. 8	Operational Profile: Standby - 9% Steaming (max speed)- 4.5% Transit Low< 6 knots - 9% Transit Hing >6 Knots- 13.5% High Bollard Pull > 90%- 5.4% Medium Bollard Pull (50-90%)-45.04% Low Bollard Pull < 50%-13.5% Total operation Duration per cycle- 111 mins Number of cycles per day – 5 Nos. Shore Power for charging – 2764 Kw	Proposed amendment: <ol style="list-style-type: none"> Operational Profile should be basis in Min and not % of each activity. No of cycles should be 4 instead of 5 iaw with GTTP Shore power charging should be 2000 kVA, 690 v, 50 Hz, 3 Ph as per clause 865 of GTTP Remarks: Total Operational duration of cycle is in min. "4 cycles per day" might mean repeating a set of steps in a process four times daily ie 4 * 2 hr of charging time = 8 h in a day. The total power capacity required for charging the ship's batteries by plugging into an external power grid (shore power)	Please refer corrigendum- 1

			<p>O 30% of INR 24.4728 Cr per annum = Rs 7.3419 Cr per annum.</p> <ul style="list-style-type: none"> • Since the criteria is “Annual” Turnover, it is only rational to consider annual estimated cost as benchmark, not the entire 15 years contract value. • If 15-year contract value is considered as benchmark to arrive 30% minimum an <p>nual turnover, it would mean that bidders are expected to have minimum annual turnover equivalent to 4.5x times of their expected annual receipt in the present tender, which is onerous and restrictive.</p>	
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4.	NIT Pg 9 & 10			2. Experience in terms of:	Please refer corrigendum- 1
		One similar completed work costing not less than (OR)	₹293,67,44,000 excluding GST	Experience of having successfully completed similar works/on-going works completed one-year or more with satisfactory performance certificate, during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following:	
		Two similar completed works each costing not less than (OR)	₹183,54,65,000 excluding GST		
		Three similar completed works each costing not less than	₹146,83,72,000 excluding GST		
		Bidder should have GST registration and a copy of sa submitted.			
		EXPERIENCE IN TERMS OF:			
		(a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:			
		Per annum charter hire will be Rs 24,47,28,666.00 (i) Three similar completed works each costing not less than [Rs. 978.91 Lakhs.] per annum ie 40% of Annual hire OR (ii) Two similar completed works each costing not less than [Rs. 1223.64Lakhs] per annum ie 50% of Annual hire OR			

			<p>(iii) One similar completed work costing not less than [Rs. 1957.82 Lakhs.] per annum ie 80% of Annual hire.</p> <ul style="list-style-type: none"> •Technical Eligibility criteria should be 80%/50%/40% of the “Estimated Cost” for 1/2/3 similar works respectively, as per Govt. Procurement manuals and CVC guidelines. O 80% of INR 24.4728 Cr per annum = Rs 19.57 Cr per annum. O 50% of INR 24.4728 Cr per annum = Rs 12.23 Cr per annum. O 40% of INR 24.4728 Cr per annum = Rs 9.78 Cr per annum. •Since the criteria says experience during last 7 years, it is not rational to seek minimum experience as 80% of 15-year contract value i.e. 12 years equivalent experience to be proven in last 7 years. • Therefore, per annum basis experience consideration and benchmarking against per annum basis Estimated Cost is the logical approach while defining the technical eligibility criteria. 	
5.	NIT pg 23 & 24 Sec 4, Art 2 e,f,	<p>e) Selection of Shipyard</p> <p>iii. Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form-XX before the commencement of keel laying.</p> <p>Notwithstanding, anything mentioned above the selected Energy Storage System (ESS) Supplier & Electrical Integrator shall be responsible for</p>	<p>To be clarified whether undertaking in Form XX, XXI,& XXII from Shipyard and ESS are required at which stage.</p>	<p>Please refer corrigendum- 2,3 & 17.</p>

		providing undertaking in the prescribed format as per Section-7- Form-XXI & XXII before the commencement of keel laying.		
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6	NIT pg. 24 Sec 4, Art h,	<p>h) Shore Power Charging Infrastructure</p> <p>I. The Shore Power Charging Infrastructure shall be developed and provided by the bidder/contractor up to the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC.</p> <p>II. The bidder shall be responsible for making arrangements at his own cost related to cable management system to draw shore power from the designated power point provided by the port at berth and utilize it for charging the ESS System on board the Green Tug.</p>	<p>h) Shore Power Charging Infrastructure:</p> <p>I. The Shore Power Charging Infrastructure shall be developed and provided by the bidder/contractor at the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC, and utilize it for charging the ESS System on board the Green Tug.</p> <p>II. The bidder shall be responsible for making arrangements at his own cost related to cable system to draw shore power from the designated power point provided by the port near the berth.</p>	Please refer corrigendum- 4
7.	NIT pg 21 Sec 4, Art b (VIII, IX, & X)	<p>In case none of the bidders in the tender are able to position Indian built tugs complying with General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then successful bidder shall be granted the option of offering a Substitute Tug as per clause No. 36 of Section 6.</p> <p>IX. The successful bidder shall strive to commence the charter on or before completion of 24 months from the date of issue of Work Order. In case GTTP compliant Green Tug is not delivered within 24 months from the date of issue of Work Order, the bidder shall be liable for appropriate penalty as per Penalty Clause (Section 5, Clause 6), as laid out in the tender.</p> <p>X. The Substitute Tug (Conventional type) so offered shall be allowed to operate for a maximum</p>	<p>To be deleted</p> <p>It is confusing view the “Substitute Tug so offered is/are substituted with an Indian Built Green Tug as per ASTDS GTTP. The tender document clearly spells out penalty clause of not delivered within 24 Months. Hence, question of another Indian Built Green Tug as substitute does not arise.</p>	Please refer corrigendum- 5

		period of 6 months beyond 24 months. However, the Substitute Tug offered is of Battery type (Green Tug), it shall be allowed to commence the contract early and operate on or before 24 months. If the GTTP compliant Green Tug is not deployed within 30 months (24 months+06 months substitute tug period) from the date of issue of work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing.		
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8.	NIT (page-44 & 45, Section 6, para 27 (8 &9))	<p>27) Accommodation and Manning</p> <p>1. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations to perform coastal voyages to neighbouring ports with the option of changing the manning pattern as per the requirements of the MS Act. The contractor should maintain an adequate number of crew in their payroll so that leave and exigencies can be accommodated by the contractor.</p> <p>2. The tug should have a set of competent and qualified Crew and shall be manned as per Safe Manning Requirement prescribed by DG Shipping for Nautical & Engineering Discipline for Tugs trading only on smooth/ partially smooth waters near a Port during course of normal deployment as defined in Annexure-I-D17 for Nautical Discipline as per DG</p>	<p>Manning scale to be precisely clarified as Harbour/Coastal/Sea going.</p> <ul style="list-style-type: none"> • Harbor Tugs require fewer crew since they operate within port limits and have a lower operational complexity. • Coastal Tugs require a minimum of 12 crew to ensure compliance with coastal voyage safety norms. • RSVs have variable manning needs based on their operational type and tonnage. 	Please refer corrigendum- 6
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		<p>Shipping Circular No.-MSL-1(2)/95-III Dated 19.03.2012 and Annexure-I-E-20 for Engineering Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 10.04.2012. The tug will be predominantly operating in harbour waters only. However, it will be the responsibility of the bidder to keep the tug manned as per the Safe Manning Requirement prescribed by DG Shipping at all times.</p> <p>8. The Contractor is always required to man the tug for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.</p> <p>9. The bidder shall provide adequate manpower as per MS act & Manning for always performing the coastal voyage during the currency of contract.</p>		
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9.	Pg. no10	<p>Minimum Qualification Criteria of the bidders (MQC):</p> <p>2. EXPERIENCE IN TERMS OF:</p> <p>Similar work means: "Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts."</p> <p>Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which</p>	<p>We request the Port to consider the below definition for similar work which is in line with the recent tender floated by Deendayal Port Authority for Hiring of Green Tug.</p> <p>"Similar work means: Chartering of crafts on wet lease/hiring of crafts on wet lease/ owning & technical maintenance including manning of crafts."</p>	<p>Please refer corrigendum- 1</p>
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		includes but not limited to Ships, Tugs, Supply Vessels, Offshore Vessels, Launches, Boats, Dredgers having a minimum Gross Tonnage of 100 and above.	<p>Craft means which are self-propelled and registered under MS Act/other Registering Authorities which includes but not limited to ships, Tugs, supply vessels, offshore vessels, launches, boats, dredgers.”</p> <p>The above definition correctly reflects the scope of services to be performed, and the expertise required from the bidder. We request modifications of all relevant clauses.</p>	
10.	9	Pre-Qualifying Criteria: The bidder/ Members of JV/Consortium shall have a net positive worth.	We request the Port to mention the cutoff date for bidders having net positive worth.	Please refer corrigendum- 1

11.	10	<p>Minimum Qualification Criteria of the bidders (MQC):</p> <p>Joint Venture / Consortium</p> <p>However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.</p>	<p>Considering the tug operational experience is critical for the performance of this contract, we request that the Tug Operator should be a Lead member in Joint Venture/Consortium.</p> <p>Kindly consider.</p>	Please refer corrigendum- 1
12.	12	<p>Pre-Qualifying Criteria:</p> <p>Condition for EMD & Tender fee</p> <p>EMD: ₹8,66,33,948/- Per Tug (Rupees Eight Crores Sixty-Six Lakhs Thirty Three Thousand Nine Hundred and Forty Eight Only) in case</p>	Please clarify whether EMD shall be encashable at Tuticorin.	Please refer corrigendum- 1

		bidder(s) want to quote for two tugs, same shall be multiplied by two. The EMD shall be deposited in the form of Bank Guarantee drawn in favour of FA&CAO, VOC Port Authority, Tuticorin., from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin (Format available in Section -7 Form-VIII)		
13.	11	Pre-Qualifying Criteria: 1. Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded.	We request the Port to amend the said clause as below: “Copies of the Work order/Letter of Acceptance/Agreement and its relevant Completion Certificates for all the said similar works to be uploaded.”	Please refer corrigendum- 1
14	23	e) Selection of Shipyard I In the event of bidder(s) choosing to participate in the form of a JV/Consortium, existence of a Pre bid agreement with a Shipyard is encouraged to facilitate immediate commencement of construction and maintenance of service quality parameters post award of tender. However, owing to first in class construction, involving multiple novel technologies, formation of pre-bid consortium shall be optional. II Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with a shipyard in accordance with specified format at Section 7, Form XXII.	1. Undertaking in the prescribed format as per Section-7-Form-XX should be compulsorily submitted by bidder on legally binding requisite stamp paper, it should not be optional. Similarly, Undertaking from Electrical Integrator (Form – XXII) and undertaking from ESS Supplier (Form – XXI) should be compulsorily submitted by all the bidder at the time of bid submission. The above is in line with recent tender floated by Deendayal Port Authority for hiring of Green Tug.	Please refer corrigendum- 2

		<p>III Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form-XX before the commencement of keel laying.</p> <p>IV The Shipyard shall be responsible for getting the GTTP Compliance Certificate from any recognised Classification Society. In case the proposed design is substantially different from the published general technical specifications by IPA on 29.10.2024, the Shipyard shall submit the technical specifications of the Green Tug to SSC and get its approval before the commencement of tug construction.</p>		
15.	24	<p>g) Online Vessel Performance Monitoring System (VPMS)</p> <p>I The Bidder/ Shipyard/ ESS Supplier & Electrical Integrator or provider shall be responsible for supplying the online vessel performance monitoring system as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.</p> <p>II An Online Vessel Performance Monitoring System (VPMS) shall be developed and installed in the vessel in such a manner that this system is able to share data to Port Control Room for SLA monitoring and such other systems as per the satisfaction of the port. The onboard VPMS shall seamlessly interface with Shore based Green Tug Monitoring System (GTMS) through a common/standardised internet/cloud-based solution for data capture, performance monitoring and analytics to</p>	<p>We understand that the requirement should be as per Annexure-B (GTTP Specs.) under VESSEL MONITORING SYSTEM (Clause No. 79) as it already agreed by the shipyards and approved by SSC. There should not be any additional requirement at this stage.</p> <p>Kindly confirm.</p>	<p>Tender condition prevails No Additional Requirement</p>

		<p>ensure fleet inter-operability and standardisation at major ports. Data sharing by the onboard VPMS with Shore-based Green Tug Monitoring System shall be as per the general specification document published by the SSC. Such general specification document shall be published by SSC before the commencement of keel laying.</p> <p>III VPMS integration with Shore based Green Tug Monitoring System (GTMS) shall be successfully demonstrated to the satisfaction of the port before the delivery of the Green Tug.</p>		
16.	24	<p>h) Shore Power Charging Infrastructure</p> <p>1. The Shore Power Charging Infrastructure shall be developed and provided by the bidder/contractor up to the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC.</p> <p>2. The bidder shall be responsible for making arrangements at his own cost related to cable management system to draw shore power from the designated power point provided by the port at berth and utilize it for charging the ESS System on board the Green Tug.</p> <p>3. The Port shall provide shore power free of cost for the Tug during the tenure of the contract period.</p>	<p>To avoid compatibility and practical issues such as tug charging equipments; Design issues; maintenance/replacement during contract etc, Bidder/contractor shall make all the necessary arrangements to safely handle the power cable for plugging in/out on 24 x 7 basis during their tenure of contract period.</p> <p>We request the Port to consider the following:</p> <p>“The Shore Power Charging Infrastructure along with Cable Management System shall be developed and provided by VOCPA up to the berth/Shore at the designated places as per the required Shore Power Charging Specifications (Shore power of atleast 2000 kVA, 690 volts,50 Hz, 3 phase shall be provided by VOCPA).</p>	<p>Please refer corrigendum- 4</p>

			<p>Tenderer to share electrical SLD and complete details of all Electrical equipment installed on TUG and power requirement for charging of batteries.</p> <p>If any additional requirement to draw shore power supply from the designated Supply/Power point and utilize it for charging ESS system on board Green Tugs shall be arranged/provided by the tenderer/contractor.</p> <p>The tenderer/contractor shall make all the necessary arrangements to safely handle the power cable for plugging in/out on 24 x 7 basis during their tenure of contract period.</p> <p>The tug shall be designed with necessary charging arrangements to charge the tug for one full harbour operation within 2 hours for the given operating profiles as per Para 869 - Ship common system of 60 ton tug technical specification.”</p> <p>The following is in line with JNPA 2 x 60 TBP Green Tug tender as well as IPA Model Tender dated 29/10/2024. Kindly consider.</p>	
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17	27	<p>u) Evaluation of bids:</p> <p>The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. Considering multiple new technology integration in this project, fuel consumption for the hired tug shall be supplied by the Port on actual consumption basis. The free supply of fuel shall be capped based on equipment fit specifications (DG sets) or as decided by Port Authorities, whichever is lower.</p> <p>Fuel for DG set per hour per set = ---- Litres per Hour (To be declared by the bidder along with tender.</p> <p>The Port shall provide shore power free of cost for the Tug during the tenure of the contract. The bidder will declare the shore power as per format in FORM XXIV.</p> <p>Shore Power for charging per hour = ---- Units per Hour</p>	<p>1. This is a pilot project with no historical data available. Also, Tug may be required to operate on DGs in case of emergency and the limit may not be applicable. Hence, we request the port to delete the said clause.</p> <p>Alternatively, the port should observe the data for at least 2 years and then set the limit at average fuel consumption + 10%.</p> <p>2. We also request the Port to delete the declaration of Shore Power as it is new technology and we are still in the process of understanding the practical implementation of Green Tug.</p> <p>3. The Tender evaluation should be considering only charter rate. Accordingly, we request the Port to delete Form-XXIV.</p>	<p>Please refer corrigendum- 8</p>
18.	27	<p>u) Evaluation of bids</p> <p>The Port shall provide shore power free of cost for the Tug during the tenure of the contract.</p> <p>During the tenure of the contract, if the Tug fuel consumption exceeds the Port's declared figures, 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 plus 20% overhead charge. Port Authority's decision in this regard shall be final, conclusive and binding.</p>	<p>This clause to be deleted as this is a pilot project and no historical data is available.</p> <p>Also, the tug may be required to operate on DG in case of emergencies and the limit may not be applicable.</p> <p>Therefore, the bidders should not be penalized on excess fuel consumption.</p>	<p>Please refer corrigendum- 8</p>

19.	<p>28</p> <p>v) Award of Contract</p> <p>5. The successful Bidder(s) shall sign the Agreement within 28 days from the date of issue of the Letter of Award / Work Order. The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA with claim period of at least twelve months within 28 days from date of issue of Letter of Award / Work Order.</p> <p>36</p> <p>The successful Bidder shall furnish an unconditional and irrevocable Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA within 28 days from date of issue of Letter of Award / Work Order before signing the agreement.</p> <p>The validity of the BG should be additional claim period of 12 months beyond the tenure of the performance guarantee from any Indian Nationalized bank/Scheduled bank enforceable and encashable at Tuticorin or for such period and in such form as determined by VOCPA.</p>	<p>We request the Port to consider our request below and amend the clause accordingly:</p> <p>The PBG should remain valid initially for (3) three years (i.e. mobilization period + 1st year of contract). The same shall be subsequently renewed annually till the completion of contract duration.</p> <p>Additionally, we request the Port to consider 10% of the Annual Contract Value. 10% of the accepted tender total value would lead to a BG of almost 36 crore which is impossible for the bidders to furnish</p>	<p>Please refer corrigendum- 9</p>
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20	29	<p>1) Scope of work for charter of 1 No. 60T battery electric green tug</p> <p>c. The offered 60T Battery Electric Green Tug must register under Indian flag Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to VOCPA as per Section 5 Clause 2, including the certificate of class for Fi-Fi and certificate of ASTDS -GTTP Compliance. VOCPA reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient.</p>	<p>We draw your attention to the fact that these are to be built vessel, and the required documents are not available at the time of bid submission.</p> <p>Kindly amend the clause suitably.</p>	<p>Please refer corrigendum- 10</p>
21	30	<p>Technical specifications</p> <p>17. The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.</p>	<p>We request the port to consider the hired tug as port tugs and the Tugs shall avail of all the protection and indemnity enjoyed by the Port.</p>	<p>Tender condition prevails. Also Please refer corrigendum- 11</p>
22	30	<p>20. The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s)....</p>	<p>According to the Technical Specification of GTTP Tug the charging time of tug would be approx. 2 hours after completion of operation. Hence, we request the Port to consider the Charging time and give at least 2 hours of time between 2 operating cycles. Additionally, we request as per the current practice in most of the major ports, at least 30 mins advance notice should be given to Tug for readiness.</p>	<p>Please refer corrigendum- 11</p>

			Kindly consider the above and amend the clauses accordingly.	
23	39	b) Chartered amount 4. Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.	Any new tax applied /introduced post the date of bid submission should be on Port's account. It is not possible for bidders to forecast such changes. Request the port to remove the highlighted portion.	Please refer corrigendum- 12
24.	42-43	19) Force majeure 1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period more than 15 days. 5. To meet any force majeure or extra ordinary situations wherein temporary substitution for 60T Battery Electric Green Tug, Tugs could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be	The clause is not clear and needs amendment. The highlighted sentence to be deleted. We request to add the following: "In such case either of the party shall have the right to terminate"	Please refer corrigendum- 13

		<p>complied with, the contractor shall approach VOCPA to obtain specific clearance from SSC-GTTP, laying out the reasons for non-compliance, tenure of deployment and shall submit valid documentary evidences thereof.</p>		
25	43	<p>23) Foreclosure VOCPA has the right to foreclose the contract for National Security, National Emergency and in public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared power/ fuel consumption etc. VOCPA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.</p>	<p>The highly capital intensive GTTP tug would exclusively be constructed for this contract and depending on the tenure of the contract, prices offered in the tender are calculated. Any reduction/early termination for non-substantial breach would seriously affect the price offered by the contractor. Also, banks and other lending financial institutes view such clauses critically and consider high risk projects. Therefore, the bankability of this contract is adversely affected by such a clause. Since there is no historical data available on fuel consumption and therefore termination of the contract on this account is not fair. In view of above, we request you to kindly delete the highlighted portion “in public interest” and “variation in declared power/ fuel consumption etc”. Request to amend the clause suitably.</p>	<p>Please refer corrigendum- 14</p>

26.	44-45	<p>27) Accommodation and Manning</p> <p>8. The Contractor is always required to man the tug for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.</p> <p>9. The bidder shall provide adequate manpower as per MS act & Manning for always performing the coastal voyage during the currency of contract.</p> <p>3. Notwithstanding anything contained in the Section 6 – 27(2), the provision of accommodation facility in the Tug shall be in accordance with the norms prescribed by DG Shipping for vessels performing international voyages as per MS Act 1958.</p>	<p>We draw your attention to the GTTP approved specifications as per Annexure – B: Clause A: Descriptions (Page No. 12):</p> <p>Primary Functions states that “The vessel shall be primarily tasked for ship handling and towing operations within harbour.”</p> <p>1. Please note that GTTP specifications are clearly designed for only harbour operations.</p> <p>2. Further considering new technology/pilot project, charging/operating cycle etc. we are of the opinion that it would not be feasible to perform coastal operations/voyage with these GTTP tug.</p> <p>3. Also, as you are aware cost of coastal manning is very high as compared to harbour manning (as the Coastal manning will require a higher category of crew and also more no. of crew as compared to safe manning for harbor operations).</p> <p>In view of the above and in line with GTTP specifications, we request to amend all the relevant clauses in the tender for operations within port limits and manning as per SMD for harbour operations.</p> <p>For coastal operations, budget would also be very high (additional manning & Insurance cost).</p>	<p>Please refer corrigendum- 6</p>
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27	58	<p>Form-III: Integrity pact Fall Clause</p> <p>The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal 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 / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.</p>	<p>The stated clause is not applicable to tenders for hiring of tugs and should be entirely removed for the following reasons:</p> <p>A. No two Tugboats are similar – Technical Specification: 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 Tugboats will not be same for all tug boats.</p> <p>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.</p> <p>C. Forex Fluctuations: 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 & maintenance of Tug boats. In recent times, the Rupee depreciation against US Dollar has significantly increased the R&M cost of these Tugboats.</p>	<p>Tender condition prevails.</p>
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			D. Mobilization cost 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. Recently, ports like mumbai port, JNPA and Mormugao Port has removed this fall clause.	
28	67-68	Form-VIII: Format for performance security (bank guarantee) PBG format	The following clause should be included in the format as Banker are insisting the below clause “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”	Please refer corrigendum- 15
29	12	Condition for EMD & Tender fee General Query	We request you to please provide us with Specimen Bank Guarantee Format for EMD/Bid Security. Additionally, request you to include the following clauses in Bank Guarantee: “Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice,	Please refer corrigendum- 1 & 32.

			<p>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”</p> <p>“Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);</p> <p>b) This Bank Guarantee shall be valid upto _____; and</p> <p>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).”</p>	
30	80	<p>Form-XVI: Format for information regarding Litigation</p> <p>We hereby confirm and declare that we, M/s -----, does not have any litigation / Arbitration History with any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.</p>	<p>Please note that litigation/approaching the court for protecting or safeguarding business interest is permitted under any contract. Therefore, not allowing to participate basis litigation history is not fair and is a restrictive practice. Therefore, all the major Ports while asking for litigation history, only prohibit those bidders who have been banned/blacklisted by Govt. entities which is already provided in your tender vide Form-XV: Format for</p>	<p>Please refer corrigendum- 33</p>

			undertaking regarding Debarring/Blacklisting. We request deletion of Form – XVI.	
31	-	Timeline & Submission of documents	There is no clarity regarding submission of documents online or offline (physically). There must be a clear list of documents to be submitted online and physically with timelines.	Please refer corrigendum- 17
32.	-	General: Submission of documents for Tug	There is no clarity on technical submission requirement wrt tug. Bidder must submit the following documents for ASTDS-GTTP Tug: 1 Undertaking from Shipyard given in Form-XX should be submitted as per tender format. 2. GA Plan approved by the proposed shipyard 3. Technical specifications as per the tender format	Please refer corrigendum- 34
33.		General query	We request you to kindly provide full specifications of the charging station including but not limited to: 1. Charging switchboard 2. Auxiliary transformer for AC to DC conversion 3. Control and communication cable and system etc. 4. Security and safety system (including overheating etc.)	Please refer corrigendum- 4
34.	8	3) NIT DETAILS Specific operational Tasking Required by Port (to be check marked by VOC Port Authority): River Sea vessels / Indian Coastal Vessel/ Sea Going vessel.	1. Since External Fi-Fi and Oil Spill Response Equipment are optional, even the bidder equips the tug with these equipments, the consumables	Please refer corrigendum- 1

		<p>External Fi-Fi: Optional AFT Towing Winch and Hook: Required Deck Crane in addition to rescue boat davit crane: Optional Oil Spill Response Equipment (Dispersant arm and containment boom): Optional</p>	<p>shall be always on Port's account and responsibility.</p> <p>2. The requirement of Towing arrangement required by the shipyards is Aft winch and Aft Towing hook. Request the port to clarify which arrangement is required by them.</p> <p>Kindly confirm our understanding.</p>	
35	9-10	<p>Minimum Qualification Criteria of the bidders (MQC): (a) FINANCIAL STANDING Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/- 2. EXPERIENCE IN TERMS OF: (a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:</p> <p>(i) Three similar completed works each costing not less than [Rs. 146,83,72,000.] OR (ii) Two similar completed works each costing not less than [Rs. 183,54,65,000]. OR (iii) One similar completed work costing not less than [Rs. 293,67,44,000.]</p>	<p>1. Since this is a long-term contract of 15 years with a reasonably higher daily charter rate, any qualification criteria based on the total contract value would be an issue for tug operating companies to meet. While we agree that only tug operators with considerable experience and reputé should participate in this tender; we request that the eligibility criteria should be relaxed to 50% of the total contract value specifically for this GTTP Tug Tender. As your good self is aware, traditionally tug hiring tenders at Major Ports have been 7-10 years and therefore bidders qualifying for such tenders would be eligible for this tender as well. 2. Accordingly, EMD and PBG values are also to be relaxed and linked to the revised contract value for qualification. We request your kind consideration of the above.</p>	<p>Please refer corrigendum- 1</p>

36	38-39	<p>9) Assignment and subletting</p> <p>The Contractor shall not sub-let the contract or any part thereof without the written permission of the VOCPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the VOCPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub- letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet.</p>	<p>As there is scarcity of availability of Tugs and we understand that arranging a temporary substitute for any party is allowed. None of the major ports have such restrictions.</p> <p>Kindly amend the clause suitably.</p>	<p>Please refer corrigendum- 18 for Assignment & Subletting</p> <p>Also Please refer corrigendum- 26 for Substitute tug.</p>
37	31	<p>Section 5</p> <p>2) Technical specifications</p> <p>29. The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency (s), if required, at no extra cost to VOCPA. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.</p>	<p>During Emergency situations, the tug would be able to carry out operations at the maximum capacity provided that the tug has been adequately charged. Please confirm this understanding</p>	<p>Please refer corrigendum- 11</p>
38	37	<p>6) Compliance with statutory requirements:</p>	<p>We request you to add sentence “If applicable” in the heading of the referred clause no. 6 as all referred requirements are not applicable for hiring of Tugs.</p> <p>The subject line of the clause may be amended as below:</p>	<p>Please refer corrigendum- 19</p>

			6) COMPLIANCE WITH STATUTORY REQUIREMENTS (If applicable): Our request as above is in line with the previous tender floated by your good office.	
39	39	5. The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time, except berth hire & port charges, power and fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing VOCPA 's scale of Rates. However, if a substitute tug/sister/similar tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.	Request you to kindly delete the clause. Since the contract is for long-term wherein tug service provider must be in the Port and cannot move away from the Port during maintenance and repair pending completion of the contract. We request you not to charge any type of duties and charges during the maintenance period. Kindly confirm	Please refer corrigendum- 12
40	41	15) Insurance The Contractor shall take suitable comprehensive insurance at their cost for the Tug including hull, machiner14y P&I for the crew for performing various operations at VOCPA. The Contractor shall also take insurance against damages to VOCPA /3rd party property, P&I insurance for tugs and personnel on duty. The Contractor to submit proof of payment of insurance premium to the VOCPA within 15 days from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the employer on demand or whenever necessary.	We bring to your kind attention the following standard insurance covers available to the Owner: a) Hull & Machinery (H&M) and war risk insurance coverage for the Tug b) Protection & Indemnity (P&I) for third party liability, wreck removal, pollution liabilities c) Workmen's compensation covering life of shore-based personnel as applicable As these are the only insurance covers available to the Owner, we trust these insurance overs shall meet the requirement of the Port. Kindly confirm acceptance of the above.	Please refer corrigendum- 20

41	12	<p>Condition for EMD & Tender fee</p> <p>EMD</p> <p>EMD: ₹8,66,33,948/- Per Tug (Rupees Eight Crores Sixty-Six Lakhs Thirty-Three Thousand Nine Hundred and Forty-Eight Only) in case bidder(s) want to quote for two tugs, same shall be multiplied by two. The EMD shall be deposited in the form of Bank Guarantee drawn in favour of FA&CAO, VOC Port Authority, Tuticorin., from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin (Format available in Section -7 Form-VIII)</p>	<p>1. If the bidder is submitting EMD through Bank Guarantee, the Bank Guarantee should be valid for 180 days from the last date of scheduled opening date of technical bid. Kindly confirm as the same is not available in tender.</p> <p>2. Kindly confirm if the BG issued from any state is acceptable as long as it is encashable at Tuticorin.</p> <p>3. In case of BG, the bidder is required to send original BG to The Deputy Conservator Marine Department, VOCPA within 07 days from the last date of opening of technical bid. Kindly confirm.</p>	Please refer corrigendum- 1
42	26	<p>s) Submission and closing date of tender</p> <p>The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to the last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted.</p>	<p>To avoid ambiguity, we request you to kindly confirm that only the following documents are to be submitted in physically/hard copy at the office of Marine Engineer Grade -I within 7 days of opening of the tenders.</p> <p>1. Pre- contract Integrity Agreement</p> <p>2. EMD (if submitted in the form of Bank guarantee)</p> <p>All other documents would be submitted on online portal only. Kindly confirm.</p>	Please refer corrigendum- 1, 21 & 32.
43	20	<p>b) Requirements of 60T BP battery electric green tug</p> <p>VIII. In case none of the bidders in the tender are able to position Indian built tugs complying with General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then successful bidder shall be granted the option of</p>	<p>We understand the following:</p> <p>1. Delivery period of GTTP Tug is 24 months. If there is a vessel ready before 24 months, the vessel can be deployed immediately at the Port.</p> <p>2. If there is a delay in delivery of GTTP Tug, the bidder can provide a conventional (ASD) substitute tug only</p>	Please refer corrigendum- 5

		<p>offering a Substitute Tug as per clause No. 36 of Section 6.</p> <p>IX. The successful bidder shall strive to commence the charter on or before completion of 24 months from the date of issue of Work Order. In case GTTP compliant Green Tug is not delivered within 24 months from the date of issue of Work Order, the bidder shall be liable for appropriate penalty as per Penalty Clause (Section 5, Clause 6), as laid out in the tender.</p>	<p>after 24 months is elapsed. There would be no penalty. The maximum period of deployment of substitute tug is 6 months after which the contract is liable for termination if the GTTP Tug is not deployed.</p> <p>Similarly, the contractor can deploy a substitute GTTP Tug before 24 months however the substitution would be limited upto 30 months (24 + 6 months) from the award of the contract.</p> <p>3. The fuel consumption norm for the substitute 60 T conventional (ASD) Tug shall be based on average fuel consumption of 6 months deployment of that tug.</p> <p>Kindly confirm our understanding</p>	
44		<p>Such deviations would be clearly brought out in Section-7-Form-XVII. The bidder shall remain responsible to obtain due approval from SSC/ Recognised Classification Society (as the case may be) for such deviations which are emergent on account of specific requirements of VOCPA.</p>	<p>In case, there is a deviation from the IPA approved specification during the construction of the vessel, the endorsement would be provided from the SSC/ Classification Society as may be required.</p> <p>Kindly confirm.</p>	Tender condition prevails.
45	32	<p>2) Technical specifications</p> <p>34. Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period at contractor's cost. In case Bollard Pull of tug is not meeting the required pull, penalty equivalent to 1% of the charter rate per day + GST for each tone or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below 90% of the required Bollard pull, the Port reserves the</p>	<p>We request to the Port that in case of successful bollard pull upon the request of Port then the cost towards to Bollard Pull shall be borne by the Port Authority and not the contractor. Request you to consider.</p>	Tender condition prevails.

		absolute right to terminate the contract forthwith.		
46.		General Query	<p>We draw your attention that GTTP tug performance in the Indian Ports are yet to be established and the contractor is expected to invest a huge capex for construction of these vessels on experimental basis. Should there be a design defect which either makes the GTTP Tug unavailable for a longer duration we request that Termination of the contract should not be exercised within the initial 5 years of the contract term.</p> <p>In this regard, we highlight the relaxation given in recent 1 x 60 TBP GTTP Tug Tender by Deendayal Port as follows:</p> <p>“Termination/cancellation clauses and other similar provisions of the contract shall not be exercised by DPA for first five (05) years (lock-in period) after deployment of GTTP Tug at DPA. During this lock-in period no daily charter rates shall be payable for non-operational period for the reason attributable to the contractor side and consumption of electricity & Fuel shall be on chargeable basis, which shall be recovered as per actual by DPA as per tender conditions.”</p> <p>We request you to kindly consider the above.</p>	Tender condition prevails.

47	42	<p>18) Indemnity</p> <p>2. Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the tug to the property of VOCPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.</p>	<p>If the Contractor has taken reasonable and proper precautions then the responsibility of the damages to the property of VOCPA should not be on the contractor's account.</p> <p>Request the Port to consider and amend accordingly.</p>	Tender condition prevails.
48	47	<p>34) Training</p> <p>3. As the tug is on long term charter with VOCPA in case if port warrants internship training for students, the same to be imparted to the students as per VOCPA instruction.</p>	<p>We believe imparting training to students is a welcoming step, however</p> <p>1. The entire responsibilities and the liabilities shall be VOCPA.</p> <p>2. VOCPA shall indemnify the contractor against all the claims arising out of students being on board the vessel.</p> <p>3. Victualing these students shall be on Port's account.</p> <p>Kindly confirm your acceptance.</p>	Please refer corrigendum- 7
49	47	<p>34) Training</p> <p>2. Also, the contractor should impact periodical training to all crew and shore personnel and the training records may be submitted to VOCPA on quarterly basis.</p>	<p>The training of employees, crew and shore personnel is on the Contractor's account and at contractor's responsibility. The Port has no rights to ask the bidders for training records.</p> <p>Request the Port to delete the clause accordingly.</p>	Please refer corrigendum- 7
50	47-48	<p>36) Substitute tug</p> <p>Case-II: (Substitution with Battery Electric Green Tug)</p> <p>In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green</p>	<p>1. We are of the opinion that in case the contractor is supplying a GTTP Tug as a substitute, 100% of the daily hire charter rate should be paid without any deductions.</p>	Please refer corrigendum- 26

		Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at 90% of the awarded daily Charter Hire Rate.	2. Further, there should not be a cap of 180 days of maximum deployment of substitute in case of a GTTP Tug as a substitute is provided. Kindly consider the above and confirm	
51	9	Propulsion System: <ul style="list-style-type: none"> • 2 Nos of azimuth stern thrusters. • 2 x Permanent Magnet Motors (as per section 634) * • *General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024. • Additional Port Requirements, please refer clause No. 37 Section 6. 	The propulsion system should be in-line with the technical specification given by Indian Ports Association on its website on 29.10.2024. No additional specification should be given by the Port at this point in time.	Please refer corrigendum- 1
52	12	Condition for EMD & Tender fee EMD: ₹8,66,33,948/- Per Tug (Rupees Eight Crores Sixty-Six Lakhs Thirty Three Thousand Nine Hundred and Forty Eight Only) in case bidder(s) want to quote for two tugs, same shall be multiplied by two.	The Tender is for 1 x 60 TBP Tug for 15 years thus the highlighted statement creates ambiguity in the mind of the bidders. Request you to clarify and amend accordingly	Please refer corrigendum- 1
53	8	Operational Profile: Number of cycles per day – 5 Nos.	The number of cycles of operation declared by the IPA Model Tender is 4 Nos. Between the bidders going to charge the vessel and the Port's requirement, there is only time for 4 operating cycles. Hence, we request the Port to amend the cycle and revise the Operational Profile of the Port. The same has been understood and implemented in the Technical Specification of Tug given by IPA.	Please refer corrigendum- 1
54	93	Form-XXIV: Fuel consumption and Shore Power	Since there is no certainty of the requirement of substitute tug at the	Please refer corrigendum- 17 & 27

		Total Fuel Consumption for Substitute Tug = -- -- Litres per Hour Total Fuel Consumption of Substitute Tug including Main Engines & DG Set in Litres per hour	time of tender submission and it is difficult for the bidder to identify a substitute tug at this moment, providing fuel consumption for a substitute tug would be difficult. The same can be provided on a necessary basis depending on the requirement of the substitute tug. Request the Port to kindly remove such requirement.	
55	40	12) Period of contract. Extension if any at sole discretion of VOCPA at same terms and conditions subject to satisfactory performance.	Please appreciate that on the basis of the duration stated in the tender, bidders would arrive at the daily hire rate to be quoted. If the extension duration is not fixed at this moment, bidders would not be able to factor in cost escalations in their pricing. Therefore, duration of extension has to be decided and stated at the time of bidding only. Further, considering the contract is 15 years long term, any further extension should be on mutual agreement basis considering assumptions of today's cost escalations might not be applicable after completion of 15 years contract. Request to amend the clause accordingly.	Please refer corrigendum- 37
56	Clause No. 2.6 (a) of ITB Page- & Other Several clauses	Earnest Money Deposit as per ₹8,66,33,948/-	We requested to the tender Authority to reduce the EMD Value: As EMD ≈2.36% of estimated cost. For higher-value estimates, a lower percentage of EMD will definitely encourage wider participation.	Please refer corrigendum- 1

57	Condition for EMD & Tender fee Page-12 & Other Several related clauses.	The EMD shall be deposited in the form of Bank Guarantee drawn in favour of FA&CAO, VOC Port Authority, Tuticorin., from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin (Format available in Section -7 Form-VIII)	<p>As per Office Memorandum, No. F/1/1/2022-PPD dated 2nd Feb, 2022 issued by Ministry of Finance, Govt. of India wherein Insurance Surety Bonds have been included as Security Instrument similar to the Bank Guarantee.</p> <p>In several previous tenders, the VoCPA facilitated the use of Surety Bonds as an acceptable form of financial instrument for both Bid Security (EMD) and Performance Security, in accordance with the applicable guidelines and procurement policies.</p> <p>We kindly request to consider the provision for an Insurance Surety Bond apart from online payment mode, or Bank Guarantee for bid security in this tender as well.</p> <p>The tenderer respectfully requests VoCPA tender authority to include the 'Insurance Surety Bond' as a financial instrument for the work, it will help us to quote a lower-price bid.</p>	Please refer corrigendum- 1
58.	Sec-6 Clause-5 Page:36	The performance guarantee will be either in the form of Bank Guarantee from the scheduled/ nationalized banks encash able at Tuticorin as per Section-7- Form- VIII format or in such form as determined by VOCPA.	<p>Similar to our pre-bid request sl.no.1.</p> <p>The performance security can also be borne through Insurance Surety Bond as a financial instrument like bank guarantee.</p>	Please refer corrigendum- 15 & 28
59.	NIT: MCQ Clause-2 Page - 9&10 ITB:2	The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:	<p>We requested to Tender Authority Kindly revise the experiential cost, as follow</p> <ul style="list-style-type: none"> ▪ One similar completed work costing not less than ₹58,73,48,800/-, 	Please refer corrigendum- 1

	<p>Clause-2 (d) Page -22 & Other Several related clauses.</p>	<ul style="list-style-type: none">• One similar completed work costing not less than ₹2,93,67,44,000/-, excluding GST <p>OR</p> <ul style="list-style-type: none">• Two similar completed works, each costing not less than ₹1,83,54,65,000/-, excluding GST <p>OR</p> <ul style="list-style-type: none">• Three similar completed works, each costing not less than ₹1,46,83,72,000/-, excluding GST.	<p>excluding GST (i.e., ₹2,93,67,44,000 divided by 5)</p> <p>OR</p> <ul style="list-style-type: none">▪ Two similar completed works, each costing not less than ₹36,70,93,000/-, excluding GST (i.e., ₹1,83,54,65,000 divided by 5) <p>OR</p> <ul style="list-style-type: none">▪ Three similar completed works, each costing not less than ₹29,36,74,400/-, excluding GST (i.e., ₹1,46,83,72,000 divided by 5) <p>The current project has been structured with a long-term duration of 15 years, which is substantially higher in value as well as longer than most similar work contracts in India that typically span 3 to 5 years — nearly five times shorter in comparison.</p> <p>In light of this, we respectfully request that the experiential cost criteria be revised proportionately. Specifically, we propose that the required experiential cost be considered at one-fifth of the present value specified for the 15-year contract, to better reflect industry norms and the experience realistically available within the Indian maritime sector.</p> <p>Such a revision would not only align with prevailing standards but also encourage broader participation, allowing more qualified bidders to compete. This, in turn, would foster a more competitive environment,</p>	
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			ultimately benefiting the project through improved pricing and service options.	
60	e) Selection of Shipyard Clause. (V). Page-23	The shipyard must be situated in India and should have experience in constructing at least 03 vessels of 300 Gross Tonnage and above over the past three years ending 31st March of the previous financial year.	<p>We kindly request to amend the clause accordingly: <i>"The shipyard must be situated in India and should have experience in constructing either at least 03 vessels of combined 300 Gross Tonnage in the past three years ending 31st March 2025."</i></p> <p style="text-align: center;">OR</p> <p><i>02 vessels having 300 Gross Tonnage each in the past three years ending 31st March 2025."</i></p> <p>This amendment is intended to encourage participation from newly established or recently modernized shipyards that may not yet have a long track record but are equipped with recent & advance technology and have the capability to construct a prestigious GTTP tug to a high standard.</p>	Please refer corrigendum-2,17,29,30 & 31
61	ITB Clause-(v) Page -28 Sec-6 Clause-5 Page -36 &Other Several related clauses.	The successful Bidder(s) shall sign the Agreement within 28 days from the date of issue of the Letter of Award / Work Order. The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA with claim period of at least twelve months within 28 days from date of issue of Letter of Award / Work Order.	<p>Request to kindly change the clause accordingly. <i>"The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 5% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA with claim period of at least twelve months within 28 days from date of issue of Letter of Award / Work Order."</i></p>	Please refer corrigendum-15 & 28.

			<p>It is also noted that the investment or initial cost for constructing an ASTDS-GTTP Tug incorporating new and advanced technology involves significant financial requirements. As the parts and machinery suppliers, predominantly from Europe, demand instant payment with no credit options available for the contractor, this adds to the financial burden.</p> <p>In such circumstances, a reduction in the performance security requirement would not only ease the financial strain on contractors but also encourage broader participation by making the project more viable for those with potential but limited liquidity.</p> <p>Furthermore, In line with practices at other Indian ports & other government entities under the Ministry of Government of India, we kindly request to consider performance security 5% of annual Contract Value in the form of an Insurance Surety Bond, apart from online payment mode, or Bank Guarantee for Performance security of successful bidder.</p>	
62	Sec-6 Clause-5 Page:36 &Other Several related clauses.	<p>The performance guarantee will be either in the form of Bank Guarantee from the scheduled/ nationalized banks encash able at Tuticorin as per Section-7- Form- VIII format or in such form as determined by VOCPA.</p> <p>The validity of the BG should be additional claim period of 12 months beyond the tenure of</p>	<p>Request to kindly change the clause accordingly.</p> <p>Neither banks nor insurance surety bond providers can issue guarantees exceeding 5 years, It is challenging for a contractor to obtain a long-term guarantee covering a 15-year period.</p>	Please refer corrigendum-15 & 28.

		the performance guarantee from any Indian Nationalized bank/ Scheduled bank enforceable and encashable at Tuticorin or for such period and in such form as determined by VOCPA.	Therefore, we kindly request an amendment to the existing clauses to allow for the submission of performance security either through a bank guarantee or an insurance surety bond, structured as a staggered guarantees of 2 years initially (In Construction Period), followed by 5 years, 5 years, and 5 years thereafter, with each guarantee being renewed prior to its expiry.	
63	(b). Chartered Amount: Sl. No.5 Page No.39 And 32. Breakdown maintenance 2nd Para Page No.46	<p>The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time, except berth hire & port charges, power and fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing VOCPA 's scale of Rates. However, if a substitute tug/sister /similar tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.</p> <p>The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 hours. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/ substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.</p>	<p>Request to amend/include a clause allowing penalty-free dry-docking for complete maintenance during the 2nd, 5th, 7th, 10th, and 12th years of the contract, with a duration of at least 30 days for each occurrence.</p> <p>As the contract spans over 15 years with continuous 24-hour operations, periodic high-level inspections, maintenance, and lubrication are essential. The annual breakdown allowance of 5 days is sufficient only for addressing minor issues.</p> <p>Therefore, we request the inclusion of a clause allowing penalty-free dry-docking for comprehensive maintenance during the 2nd, 5th, 7th, 10th, and 12th years of the contract, for a duration of at least 30 days each.</p>	Please refer corrigendum-12

64	Sec-4 (b). VIII Page No.21	VII. The offered Tug should display the Name of the Port along with port Logo on both side in the accommodation area or in a conspicuous location as per VOCPA 's requirement. Adequate lighting to be provided in that area to enables identification by other Tugs and ships at nighttime.	Kindly confirm whether the contractor is permitted to display their company name, logo, and the vessel's name on the vessel, or the entire space is exclusively reserved for VoCPA display only.	Please refer corrigendum-5
65	2)Techno Commerci al Bid, Page 15	X. The bidder shall upload the Performance Bank Guarantee in the specified format Section -7 -Form-VIII.	Kindly correct, it is written "The bidder shall upload Performance Bank Guarantee in the specified format Section -7 -Form-VIII."	Please refer corrigendum-15, 22 & 28.
66	-	Form of Bid-Security (EMD) Bank Guarantee/Insurance Surety Bond is Missing in Tender Document.	Kindly enclosed the Form for Bid Security (EMD) Bank Guarantee/Insurance Surety Bond format/proforma for Bid security.	Please refer corrigendum-32.
67.	BoQ Page No.97	Quantity =1 Days	Kindly request to finalised the BoQ quantity for 15 Years as follows: Expected Start Date: 01 January 2028 (considering 24 Months Construction period) End Date: 31 December 2042 . Total days: <ul style="list-style-type: none"> • 11×365=4,015 days • 4×366=1464 days (In leap years) • Total = 4,015 + 1,464 = 5,479 days 	Tender condition prevails.
68	Tender noti ce_2 - Page No.1 (EMD),	Earnest Money Deposit as per Clause No. 2.6 (a) of ITB - ₹ 8,66,33,948.00/-	Bidder being the owner of the e-tug and responsible for operation, maintenance and giving the electric tug on charter to VOCPA for the port	Please refer corrigendum-1

	Page No.5 (E-Tender timelines, Point No.5), Page No.7 (Notice inviting online tender, EMD INR)		<p>operation services, the VOCPA shall consider to reduce the EMD deposit amount. The same e-tug tender released from other Indian ports shall be taken as reference. The DPA E-tug tender EMD deposit amount is ₹ 24,45,500.00/-. The DPA tender document is attached for your reference.</p> <p>The VOCPA shall consider to amend the EMD as follows. "Earnest Money Deposit as per Clause No. 2.6 (a) of ITB - ₹ 1,00,00,000.00/-"</p>	
69	Tender notice_2 - Page No.9	<p>Minimum Qualification criteria of the bidders (MQC) -</p> <p>a) Financial standing - Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/-.</p>	<p>The Financial standing amount required to qualify the tender is very high and all bidders can't participate the e-tender. VOCPA shall consider to allow all the technically qualified bidders to participate the tender, by reducing the financial standing criteria. The JNPT E-tug tender Financial standing is as follows. "The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be less than Rs. 12.74/25.48 (One/Two tugs) Crores excluding GST,". The JNPT tender document is attached for reference.</p> <p>The VOCPA shall consider to amend the wordings as follows. Minimum Qualification criteria of the bidders (MQC) -</p>	Please refer corrigendum-1

			a) Financial standing - Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹35,00,00,000/70,00,00,000/- (For single bidder/JV Consortium).	
70	Tender notice_2 - Page No.9 & 10	<p>2. Experience in terms of</p> <p>The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:</p> <p>One similar completed work costing not less than (OR) ₹293,67,44,000/-excluding GST</p> <ul style="list-style-type: none"> • Two similar completed works each costing not less than (OR) ₹183,54,65,000/-excluding GST • Three similar completed works each costing not less than ₹146,83,72,000/-excluding GST 	<p>As per tender document = The similar works is defined as "Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts" of more than 100 GRT vessel, Also one shipping firm may be managing single vessel of 450 GRT Tug, some may be 10 bigger vessels, and few may be 100 plus. Hence, the VOCPA should define minimum technical experience. VOPCA to clarify the one similar completed work/two similar completed works/three similar completed works. This clarification is required for the calculation of the similar work cost to have more clarity to all the bidders. Also the quantum of similar work cost is cumulative of last 7 years (or) last 3 years (or) one year</p>	Please refer corrigendum-1
71	Tender notice_2 - Page No.9 & 10	<p>2. Experience in terms of</p> <p>(a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:</p> <p>One similar completed work costing not less than (OR) ₹293,67,44,000/-excluding GST</p>	<p>The VOCPA shall consider to allow all the technically qualified bidders to participate the tender, by reducing the similar completed works costing criteria. The same e-tug tender released from other Indian ports shall be taken as reference. The DPA & JNPT tender document are attached for reference.</p>	Please refer corrigendum-1

		<p>Two similar completed works each costing not less than (OR) ₹183,54,65,000/-excluding GST</p> <p>Three similar completed works each costing not less than ₹146,83,72,000/- excluding GST</p>	<p>The VOCPA shall consider to amend the wordings as follows.</p> <p>2. Experience in terms of</p> <p>(a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:</p> <p>One similar completed work costing not less than (OR) ₹20,00,00,000/-excluding GST</p> <p>Two similar completed works each costing not less than (OR) ₹15,00,00,000/-excluding GST</p> <p>Three similar completed works each costing not less than ₹10,00,00,000/-excluding GST</p>	
72	Tendernotice_2 - Page No.21	<p>b) Requirements of 60T BP battery electric green tug</p> <p>X) The Substitute Tug (Conventional type) so offered shall be allowed to operate for a maximum period of 6 months beyond 24 months. However, the Substitute Tug offered is of Battery type (Green Tug), it shall be allowed to commence the contract early and operate on or before 24 months. If the GTTP compliant Green Tug is not deployed within 30 months (24 months+06 months substitute tug period) from the date of issue of work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an</p>	<p>However, VOCPA shall consider, if the bidder is able to deploy new substitute tug before 24 months, If the tug offered is of battery type (Green tug) it shall be allowed to continue to operate throughout the tender period of contract. Instead of allowing only maximum of 6 months period beyond 24 months from the date of issue of work order.</p> <p>The VOCPA shall consider to amend the wordings as follows.</p> <p>b) Requirements of 60T BP battery electric green tug</p>	<p>Please refer corrigendum-5 & 26.</p>

		extension period with reasons to be recorded in writing	X) The Substitute Tug (Conventional type) so offered shall be allowed to operate for a maximum period of 6 months beyond 24 months. However, the Substitute Tug offered is of Battery type (Green Tug), it shall be allowed to commence the contract early and operate on or before 24 months for the complete tender contract period. If the GTTP compliant Green Tug is not deployed within 30 months (24 months+06 months substitute tug period) from the date of issue of work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing	
73	Tendernotice_2 - Page No.48	Case-II: (Substitution with Battery Electric Green Tug) In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at 90% of the awarded daily Charter Hire Rate.	<p>VOCPA shall consider the daily hire rate of 100% of the awarded daily charter hire rate, since the substitution tug is of battery operated green tug of same specification.</p> <p>The VOCPA shall consider to amend the wordings as follows. Case-II: (Substitution with Battery Electric Green Tug) In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at 100% of the awarded daily Charter Hire Rate.</p>	Please refer corrigendum-5 & 26

74	Tendernoti ce_2 - Page No.49	18) FORM – XVIII GTTP COMPLIANCE DECLARATION	Who is authorized to certify the Estimated Energy Calculation with respect to operating profile? As requested as supporting document. VOCPA shall consider to sign this supporting document by the bidders authorized representative.	This form is self-explanatory. Tender condition prevails.
75	Tendernoti ce_2 - Page No.49	19) FORM – XIX GTTP COMPLIANCE CERTIFICATE	As per the form - the authorized representative of the classification society to sign the compliance certificate? But how come this is possible to submit during tender participation. This shall be considered after awarding the LOA to the L1 bidder. Also the supporting documents listed for the GTTP compliance certificate is not possible to produce at the tender participation stage. This shall be considered after awarding the LOA to the L1 bidder The VOCPA shall consider to amend the wordings as follows. 19) FORM – XIX GTTP COMPLIANCE CERTIFICATE (TO SUBMIT BY SUCCESSFUL L1 BIDDER)	Please refer corrigendum-17.
76	Tendernoti ce_2 - Page No.6	11) Date of closing of e-Tender for submission of Bid - 28/04/2025 @ 1500 hours	We need sufficient time to prepare the tender documents after release of the corrigendum for the pre-bid queries. VOCP shall consider to extend the last date of submission of bid for minimum 15 days from the date of corrigendum (Clarifications for the Pre-bid queries) uploaded in the e - procurement portal	Please refer corrigendum-1

			<p>The VOCPA shall consider to amend the wordings as follows. 11) Date of closing of e-Tender for submission of Bid - 15/05/2025 @ 1500 hours</p>	
77	Tender notice_2 - Page No.21	<p>VIII. In case none of the bidders in the tender are not able to position Indian built tugs complying the general specifications of GTTP program Phase I, then successful bidder shall be granted with the option of offering a substitute tug as per clause number 36 of section 6</p>	<p>Since the Indian shipyards are at discussion and design stage of building e-tugs, the time lines to meet the GTTP Phase 1 program is difficult. Hence the VOCPA should consider for deploying the foreign tug as the first e-tug. The second tug shall be considered for Indian built e-tugs.</p> <p>The VOCPA shall consider to amend the wordings as follows.</p> <p>"VIII. In case none of the bidders in the tender are not able to position Indian built tugs complying the general specifications of GTTP program Phase I, then successful bidder shall be granted with the option of offering a foreign-built tug of same specification, provided approved by IRS class and Indian flag</p>	<p>Please refer corrigendum-5 & 26.</p>
78	12	EMD: ₹8,66,33,948/-	<p>SCI is a CPSE under the Ministry of PS&W. Also as per the Government e-Marketplace (GeM) portal, CPSEs are exempted from the payment of Earnest Money Deposit (EMD), copy of the relevant clause from the GeM portal is attached herewith for your kind reference and consideration.</p>	<p>Please refer corrigendum-1</p>

79	16	XXII. The bidder must upload the Undertaking from the Electrical Integrator to be submitted by the bidder as per Section-7 Form XXII.	Undertaking from the Shipyard and ESS integrator have been indicated as "optional". In this line, whether this Form XXII is "optional or mandatory"? kindly clarify.	Please refer corrigendum-2,3,17, 30 & 31.
80	24	h) Shore Power Charging Infrastructure I. The Shore Power Charging Infrastructure shall be developed and provided by the bidder/contractor up to the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC. II. The bidder shall be responsible for making arrangements at his own cost related to cable management system to draw shore power from the designated power point provided by the port at berth and utilize it for charging the ESS System on board the Green Tug	We request that VOCPA to consider providing these installations, allowing the bidder to focus on the marine aspects of the project.	Please refer corrigendum- 4
81	28	v) Award of Work 5. The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA with claim period of at least twelve months within 28 days from date of issue of Letter of Award / Work Order.	1) 10% of accepted tender value would be substantially High; request VOCPA to kindly review & consider. 2) Further, SCI being a CPSE under the MoPSW, request you to consider accepting Corporate Guarantee or Indemnity Bond in lieu of BG. 3) The validity also sought 12 months beyond contract period of 15 years. In this regard, VOCPA is requested to kindly consider for 2-3 years and subsequent renewal.	Please refer corrigendum-15 & 28.

82	32	<p>2) Technical specifications</p> <p>34. Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period at contractor's cost. In case Bollard Pull of tug is not meeting the required pull, penalty equivalent to 1% of the charter rate per day + GST for each tone or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below 90% of the required Bollard pull, the Port reserves the absolute right to terminate the contract forthwith.</p>	<p>Periodicity may be pre-fixed rather kept at the discretion of the Port Authority.</p>	<p>Tender condition prevails.</p>
83	42	<p>19) Force majeure</p> <p>3. Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.</p>	<p>24 hours time is too short and not practical. Atleast 10 days to be considered.</p>	<p>Please refer corrigendum-13</p>
84	47	<p>33) Cost Escalation</p> <p>The quoted rates shall be firm throughout the tenure of the contract. No Escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.</p>	<p>Given the significant timeframe, we request VOCPA to consider incorporating a price escalation clause to account for potential inflation and unforeseen cost increases on continual basis.</p>	<p>Tender condition prevails.</p>
85	73	<p>Form-XI: Evidence towards site visit</p> <p>I, Shri authorized representative of M/s..... (authorization letter issued by</p>	<p>The word "DPA representative" may be reviewed & corrected.</p>	<p>This form is self-explanatory. Tender condition prevails.</p>

		the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on with DPA representative Shri _____, (Designation) _____ for the work of "....." at "....." and inspected the site and other issues related to tender to my satisfaction.		
86	82	Form-XVII (Annexure-A): Ports Specific Requirement 4. AFT Towing Winch Yes/ No		Please refer corrigendum-1 & 38.
87	93	Form-XXIV: Fuel consumption and Shore Power Following information is sought in the Technical bid: Fuel for DG set per hour per set = ---- Litres per Hour. Shore Power for charging per hour = ---- Units per Hour. Total Fuel Consumption for Substitute Tug = -- -- Litres per Hour.	The above information would be indicative only at the time of bidding. Actual consumption would vary depending upon the selection of equipments on board.	Please refer corrigendum-1,4, & 27
88	Section 3, page 8	Operational profile - Shore power for charging 2764 kw	One (1) Shore power Connection (HVSC) system totalling 2.764 MVA capacity	Please refer corrigendum-4
89	Section 3, page 8	Specific operational tasking required - External Fi-Fi, Aft towing winch, Deck crane and oil spill response	Form XVII - specifies that this requirement is not there, please confirm if required or not.	Please refer corrigendum-1 & 38

90.	Section 3 - Page 10	Min qualification criteria of the bidders (MQC), point 2	<p>The consideration of experience worth as a percent of total tender value for 15 years leaves the MSMEs ineligible for participation, as the MQC is huge value.</p> <p>Request to amend the EMD and work experience criteria as percentage of annual tender value and not on the total tender value for 15 years, in line with GTTP tug tenders issued by the Deendayal Port (DPA).</p>	Please refer corrigendum-1
91	page 12	Condition of EMD	<p>EMD as a percent of total tender value for 15 years leaves the MSMEs ineligible for participation, as an amount as huge as 8 Crores is almost impossible & difficult for an MSME to arrange as a deposit for 180 days. The same will have impact the day to day operations of the business as it is considerable working capital.</p> <p>Request to amend the EMD and work experience criteria as percentage of annual tender value and not on the total tender value for 15 years, in line with GTTP tug tenders issued by the Deendayal Port (DPA).</p>	Please refer corrigendum-1
92	point h, page 24	Section 4, Instruction to bidders	Please provide the Shore Power Charging Infrastructure Specifications defined by SSC	Please refer corrigendum-1,4, & 27

93	page 24 point u	Section 4, Instruction to bidders	Evaluation of bids - Please provide the DG sets specifications as required in order to quote the fuel consumption per hour	Please refer corrigendum- 8 & 27
94	Section 5, Point 1		<p>It is understood from 1.c. that The Bidder is required to submit all the specification of the tug to be offered to VOCPA as per Section 5 Clause 2, including the certificate of class for Fi-Fi and certificate of ASTDS -GTTP Compliance.</p> <p>Please clarify if the documents mentioned above should be submitted at the time of delivery of Tug.</p>	Please refer corrigendum-10, 17 & 22.
95	Section 5, Point 2, 2.20		As per point 2. 20, tug should be ready to arrive at location in 10 mins notice, request for amendment of 10 mins to 30 mins.	Please refer corrigendum-11.
96	Section 5, Point 2, 2.29		Request to consider deletion of penalty clause in line with nil additional charge for operation during emergency.	Please refer corrigendum- 11.
97	Section 5, Point 5		Please confirm if any specific clearances are required to operate the Tug, because coastal Tugs registered under the Indian Flag do not need any additional permissions to operate in Indian waters	Tender condition prevails.

98	Section 6, Point 5,	Performance Bank Guarantee	It is understood that The successful Bidder shall furnish an unconditional and irrevocable Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract, request amendment to consider PBG at the rate of 10% of accepted annual contract value instead of total tender value, for the same reason mentioned above w.r.t. EMD and MQC as it will effect the working capital condition of the business entities	Please refer corrigendum- 15 & 28
99	Section 6, Point 26,	Certificates	Please confirm if any specific clearances are required to operate the Tug, because coastal Tugs registered under the Indian Flag do not need any additional permissions to operate in Indian waters	Please refer corrigendum-1,23 & 34.
100	Section 4, Point 2, Clause 2.i	Bid Security Declaration	It is understood that National Small Industries Corporation (NSIC) / Micro Small and Medium Enterprises (MSME) who have registered with "TREDS" portal are eligible to claim an exemption as per Govt. norms from the EMD. Please confirm the same.	Tender condition prevails. Also Please refer corrigendum-1

101	Section 2 Point XVII		Deviations or difference between GTTP specs and Class rules, please confirm which one prevails	This clause is self-explanatory.
102	Section 4 Article 2(d)(III) Page-22	<p>"Similar work means: "Construction of Crafts/ Ownership of Crafts/ Full Operations & Management of Crafts/ Technical Management including manning of Crafts/ Chartering of Crafts/ Hiring of Crafts.</p> <p>Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes but not limited to Ships, Tugs, Supply Vessels, Off shore Vessels, Launches, Boats, Dredgers having a minimum Gross Tonnage of 100 and above."</p>	<p>We regularly hire self-propelled barges of capacity varying between 650 - 2000 tons for transporting cargos. These vessels are registered in Bangladesh and are regularly lying in the Indo-Bangladesh Protocol Route as per agreement between Govts. of India and Bangladesh. Also we hire ship for transporting our cargo handling equipment by sea as and when required.</p> <p>In our opinion, according to the above definition of "Similar Works", our experience of transporting cargo as described above should be considered adequate towards meeting the Pre-Qualification Criteria of the tender as quoted above. We shall be grateful for your confirmation in this regard.</p>	Please refer corrigendum-1
103	Section 4 Article 2(d)Clause I Page-23	"The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last 07 years	We seek your kind clarification on the above.	This clause is self-explanatory. Tender condition prevails.

104	Section 4 Article 2(b)(VIII) Pages 20 & 21	"In case none of the bidders in the tender are able to position Indian built tugs complying with General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then successful bidder shall be granted the option of offering a Substitute Tug as per clause No. 36 of Section 6. "		Please refer corrigendum- 5 & 26.
105			In case of non-availability of Indian built Green Tug within the stipulated period of time as per the contract, would the successful bidder be allowed to import the green Tug from abroad and use the same during the entire contract period. Kindly clarify.	Please refer corrigendum- 5 & 26.
106	8 & 9	3 NIT Details Specific operational Tasking Required by Port (to be check marked by VOC Port Authority): <ul style="list-style-type: none"> • River Sea vessels / Indian Coastal Vessel/ Sea Going vessel. • External Fi-Fi: Optional • AFT Towing Winch and Hook: Required • Deck Crane in addition to rescue boat davit crane: Optional Oil Spill Response Equipment (Dispersant arm and containment boom): Optional	The term "Optional" maybe clarified as providing the optional facilities involve substantial cost. In case of Deendayal Port Authority the external firefighting and oil spill response equipment have been kept out of the purview of the tender.	Please refer corrigendum- 1 & 38.
107	Pages 9 and 10	3) NIT Minimum Qualification Criteria (MQC) (a) FINANCIAL STANDING	The Financial Standing and Past Experience (last 7 years) have been	Please refer corrigendum- 1

		<p>Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/-.</p> <p>Bidders have to submit the following:</p> <p>(b) Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.</p> <p>(c) Average Annual Financial Turnover for the last three financial years [2021-22, 2022-23 and 2023-24] duly certified by the Chartered Accountant along with UDIN No. to be submitted.</p> <p>(d) The bidder/ Members of JV/Consortium shall have a net positive worth.</p> <p>2. EXPERIENCE IN TERMS OF:</p> <p>(a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (Seven) years ending the last day of the month before one in which applications are invited should be either of the following:</p> <ul style="list-style-type: none"> One similar completed work costing not less than (OR) ₹293,67,44,000/- excluding GST 	<p>found to be framed on the basis of total estimated cost of Rs. 367,09,30,000/- covering the entire 15 years.</p> <p>However, the Deendayal Pot Authority and Jawaharlal Nehru Port Authority have framed the Financial and Past experience criteria and annual estimated value of the contract.</p> <p>Being a major Port Authority governed by same Administrative Mechanism, VOCPA may consider reframing the eligibility criteria of this tender on the basis of annual estimated value of the contract like DPA and JNPA. Such reframing if eligibility criteria will enlarge the ambit of participation, encouraging competition.</p>	
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		<ul style="list-style-type: none"> Two similar completed works each costing not less than (OR) ₹183,54,65,000/- excluding GST Three similar completed works each costing not less than ₹146,83,72,000/- excluding GST 		
108	11	<p>3) NIT - Note: Joint Venture/ Consortium)</p> <ul style="list-style-type: none"> The participation in the bid as Joint Venture / Consortium is allowed and number of partners in JV/Consortium shall be limited to maximum of three. In case of JV/Consortium to qualify experience in similar works, merging of work order value executed by one or two of its members either as a whole or as member of JV/Consortium shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV/Consortium shall be merged to evaluate experience. The Lead Member of the JV/Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover. At least one member of the JV/Consortium shall meet the pre-qualification criteria of experience of having successfully completed similar works. The works reckoned for the above purpose are those executed by the 	<p>This clause at para 2 allows merge of work orders executed by different members of JV/consortium. This means that in case of a JV the eligibility based on completion of more than one similar work can be demonstrated by the completion certificates of all the JV members together.</p> <p>The above contradicts the clause at the fourth para which says at least one number of the JV/consortium shall meet pre-qualification criteria for past experience.</p> <p>In view of the above, the requirement of fulfillment of eligibility for past experience should be based by merging the completion certificates of all the members as per para 2 of this clause.</p>	<p>Please refer corrigendum- 1</p>

		tenderer as prime contractor or proportionately as member of JV/Consortium or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they need to upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.		
109	10	3) NIT Minimum Qualification of the Bidder (MQC) Experience in term of: Similar work means: “Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts”.	Please clarify that in case of ownership, whether the purchase value of the craft procured during last 7 years will be the documentary evidence.	Please refer corrigendum- 1
110	7	3) Notice Inviting Online Tender (NIT) The last date of submission of bid at 15.00 hrs. on 28/04/2025	The last date of submission of bid may be extended till 15.05.2025	Please refer corrigendum- 1
111	General		Whether Indian IFSC Companies fulfilling the eligibility criteria can participate individually or as a member of consortium / JV. If yes, are there any conditions to be fulfilled?	Please refer corrigendum- 1 & Clause No. 2 (c) Joint venture consortium in section 4.

CORRIGENDUM

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
Corrigendum -1	Pg. No.8 &9	<p>Clause No. 3 of NIT DETAILS:</p> <p>Estimated Contract Value (INR) ₹367,09,30,000 /- Excluding GST</p> <p>Operational Profile: Standby - 9% Steaming (max speed)- 4.5% Transit Low< 6 knots - 9% Transit Hing >6 Knots- 13.5% High Bollard Pull > 90%- 5.4% Medium Bollard Pull (50-90%)-45.04% Low Bollard Pull < 50%-13.5% Total operation Duration per cycle- 111 mins Number of cycles per day – 5 Nos. Shore Power for charging – 2764 Kw</p>	<p>Clause No. 3 of NIT DETAILS to read as:</p> <p>Total estimated cost ₹367,09,30,000/- for 15 years. Annual Estimate cost put to tender ₹73,41,86,000/- Excluding GST</p> <p>Operational Profile: Standby - 9% Steaming (max speed)- 4.5% Transit Low< 6 knots - 9% Transit High> 6 Knots- 13.5% High Bollard Pull > 90%- 5.4% Medium Bollard Pull (50-90%)-45.10% Low Bollard Pull < 50%-13.5% Total operation Duration per cycle- 128 mins Number of cycles per day – 4 Nos. Shore Power for charging – Please refer Corrigendum - 4</p>

		<p>Specific operational Tasking Required by Port (to be check marked by VOC Port Authority):</p> <ul style="list-style-type: none">• River Sea vessels / Indian Coastal Vessel/ Sea Going vessel.• External Fi-Fi: Optional• AFT Towing Winch and Hook: Required• Deck Crane in addition to rescue boat davit crane: Optional <p>Oil Spill Response Equipment (Dispersant arm and containment boom): Optional</p> <p>Propulsion System:</p> <ul style="list-style-type: none">• 2 Nos of azimuth stern thrusters.• 2 x Permanent Magnet Motors (as per section 634) *• *General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024. <p>Additional Port Requirements, please refer clause No. 37 Section 6.</p> <p>Generator Set for Main Electric Power: As per General Specifications of Green Tug Transition Programme (GTTP) Phase – I Promulgated by the Indian Ports Association on its website on 29.10.2024. Additional Port Requirements, if any to be filled by VOC Port Authority, as required.</p>	<p>Specific operational Tasking Required by VOC Port:</p> <ul style="list-style-type: none">• River Sea vessels / Indian Coastal Vessel.• External Fi-Fi: Optional• AFT Towing Winch and Hook: Required• Deck Crane in addition to rescue boat davit crane: Optional• Oil Spill Response Equipment (Dispersant arm and containment boom): Optional <p>Propulsion System:</p> <ul style="list-style-type: none">• General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.• Additional Port Requirements, please refer clause No. 37 Section 6. <p>Generator Set for Main Electric Power:</p> <ul style="list-style-type: none">• As per General Specifications of Green Tug Transition Programme (GTTP) Phase – I Promulgated by the Indian Ports Association on its website on 29.10.2024.• Total generating capacity equal to average power demand over one complete operation as per the operating profile of the port to allow
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	<p>Pg. No.9 & 10</p>	<p>Number of Generators with capacity: Details of the Generators and their respective capacity to be filled by VOC Port Authority, as required.</p> <p>Minimum Qualification Criteria of the bidders (MQC):</p> <p>(a) FINANCIAL STANDING Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/-.</p> <p>(d) The bidder/ Members of JV/Consortium shall have a net positive worth.</p>	<p>sufficient capability to perform continuous operations of the cycle.</p> <ul style="list-style-type: none"> • Total generating capacity shall cater for at least 10 knots speed of the Tug. <p><u>Number of Generators with capacity:</u> At least 02 nos. of adequate capacity of Genset to meet the tender requirement.</p> <p>Minimum Qualification Criteria of the Bidders (MQC):</p> <p>(a) FINANCIAL STANDING Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹22,02,55,800/-.</p> <p>(d) The bidder/ Members of JV/Consortium shall have a net positive worth and the cutoff date for bidders having a net positive worth is on or before the bid submission date.</p>
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		<p>2. EXPERIENCE IN TERMS OF:</p> <table><tr><td>One similar completed work costing not less than (OR)</td><td>₹293,67,44,000/- excluding GST</td></tr><tr><td>Two similar completed works each costing not less than (OR)</td><td>₹183,54,65,000/- excluding GST</td></tr><tr><td>Three similar completed works each costing not less than</td><td>₹146,83,72,000/- excluding GST</td></tr><tr><td colspan="2">Bidder should have GST registration and a copy of same to be submitted.</td></tr></table> <p>Similar work means: “Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts”.</p> <p>However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.</p>	One similar completed work costing not less than (OR)	₹293,67,44,000/- excluding GST	Two similar completed works each costing not less than (OR)	₹183,54,65,000/- excluding GST	Three similar completed works each costing not less than	₹146,83,72,000/- excluding GST	Bidder should have GST registration and a copy of same to be submitted.		<p>2. EXPERIENCE IN TERMS OF:</p> <table><tr><td>One similar completed work costing not less than (OR)</td><td>₹58,73,48,800 /- excluding GST</td></tr><tr><td>Two similar completed works each costing not less than (OR)</td><td>₹36,70,93,000 /- excluding GST</td></tr><tr><td>Three similar completed works each costing not less than</td><td>₹29,36,74,400 /- excluding GST</td></tr><tr><td colspan="2">Bidder should have GST registration and copy of same to be submitted.</td></tr></table> <p>Similar work means: “Construction of crafts/Ownership of crafts/Full Operations & Management of crafts/ Technical Management including manning of crafts/ Chartering of crafts/ Hiring of Crafts”.</p> <p>Construction of crafts/ Ownership of crafts: However, in case the bidder has experience in Construction of Crafts / Ownership of Crafts and does not have essential experience in Operations & Management Services directly to the port, then the bidder needs to execute a valid agreement for the full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port. The Competent Operations & Management Partner as JV/Consortium must</p>	One similar completed work costing not less than (OR)	₹58,73,48,800 /- excluding GST	Two similar completed works each costing not less than (OR)	₹36,70,93,000 /- excluding GST	Three similar completed works each costing not less than	₹29,36,74,400 /- excluding GST	Bidder should have GST registration and copy of same to be submitted.	
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Three similar completed works each costing not less than	₹29,36,74,400 /- excluding GST																		
Bidder should have GST registration and copy of same to be submitted.																			

		<p>3. Capability and Resources:</p> <ol style="list-style-type: none"> 1. The Bidder should have adequate capability and resources to be in business of Construction/ Ownership/ Chartering /Hiring/ Operations & Management of Crafts. 4. The Lead Bidder/ Member(s) of consortium, as appropriate, shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration. 	<p>have a Minimum 3 years of experience in Full Operations & Management/ Technical Management of crafts, including manning/ Chartering/ Hiring of crafts. (The copy of JV/Consortium for the Competent Operations & Management Partner is to be submitted during the bid submission).</p> <p>The Minimum Qualification Criteria of the Tender to be jointly fulfilled by the partners of the Joint Venture i.e. "Experience Criteria" to be fulfilled by one individual/firm and "Financial Criteria" to be fulfilled by the other individual/firm.</p> <p>3. Capability and Resources:</p> <ol style="list-style-type: none"> 1. The Bidder should have adequate capability and resources to be in business of Construction/ Ownership of crafts / Chartering of crafts / Hiring of crafts / Operations & Management of Crafts. 4. The Lead Bidder/ Member(s) of consortium, as appropriate, shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration. <p>In case of the Lead Bidder/ Member(s) of the consortium, as appropriate, is having annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference</p>
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	Pg. No. 9 & 10	<p>4. Satisfactory Performance: The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last 7(SEVEN) years. For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month before the one in which applications are invited should be considered for qualifying criteria.</p> <p>Note: 1. Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded. 2. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted. 3. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March ₹110,72,79,000/-. i.e. for the financial years [2021-22, 2022-23 and 2023-24] should be uploaded.</p>	<p>Rate as on the date of issue of the tender and certificate of the value in INR from any of the Indian authorized auditor.</p> <p>4. Satisfactory Performance: The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last 7(SEVEN) years from the client. For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month before the one in which applications are invited should be considered for qualifying criteria.</p> <p>Note (To be submitted during the bid submission): 1. Copies of the Work order/Letter of Acceptance/Agreement and its relevant Completion Certificates for all the said similar works. 2. In case the bidder is the owner of the crafts, a Work order/Letter of Acceptance/Agreement and a copy of the Protocol of Delivery and Acceptance (PoDA) consisting of the details of the vessel with Remittance Certificates.</p>
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		<p>Condition for EMD & Tender fee:</p> <p><u>Tender Fees:</u> NIL</p> <p>EMD: ₹8,66,33,948/- Per Tug (Rupees Eight Crores Sixty-Six Lakhs Thirty Three Thousand Nine Hundred and Forty Eight Only) in case bidder(s) want to quote for two tugs, same shall be multiplied by two. The EMD shall be deposited in the form of Bank Guarantee drawn in favour of FA&CAO, VOC Port Authority, Tuticorin., from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin (Format available in Section -7 Form-VIII)</p> <p>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the table below only shall become eligible for exemption from payment of tender fee/EMD shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on CPP website along with ‘Bid</p>	<p>5. If the bidder has executed the work in a private organization, then the necessary TDS certificate issued by the private organization shall be submitted.</p> <p>6. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March ₹7,34,18,600/- i.e. for the financial years [2021-22, 2022-23 and 2023-24] should be uploaded.</p> <p>Condition for EMD & Tender fee</p> <p>Tender Fees: NIL</p> <p>EMD:</p> <p>a) The tender shall be accompanied by the Earnest Money Deposit of ₹1,73,26,790,- (Rupees One Crore Seventy Three Lakhs Twenty Six Thousand Seven Hundred and Ninety Only) 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>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 to the Deputy Conservator, Marine Department, VOCPA prior to cut off date and time of Technical Bid opening .</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</p>
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		<p>Security Declaration Form’ (Section 7, Form-II) in preliminary bid failing which the bid shall be considered non-responsive.</p>	<p>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>NSIC / MSME who have registered with “TReDS” portal are eligible to claim an exemption as per Govt. norms subject to the similar work of Tender is specified in the certificate and provided the certificate is valid on that date as per Clause No.2 (i) bid security declaration in section 4.</p> <p>Such bidder shall also upload the scanned copy of valid & relevant certificate on CPP website along with ‘Bid Security Declaration Form’ (Section 7, Form-II) in preliminary bid failing which the bid shall be considered non-responsive.</p> <p>As per the Government e-Marketplace (GeM) portal, CPSEs are exempted from the payment of EMD.</p> <p>a) Enterprise type for the classification year 2023-24 is to be updated and submitted.</p> <p>b) EMD in the form of Bank Guarantee / Insurance Bond (as per format given in Corrigendum - 32) of shall have a validity period of 06 months and claim period of 03 months. EMD in the form of Bank Guarantee should be issued from any Nationalized Bank / Scheduled Bank (except a co-operative bank) having its branch in Tuticorin and encashable at Tuticorin.</p>
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		<p><u>Bid Opening Date:</u></p> <p>Technical Bid will be opened on 29/04/2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.</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 Corrigendum - 28.</p> <p>e) In the event of forfeiting the EMD, GST as applicable shall be collected.</p> <table><tr><td><u>Bid Opening Date:</u></td><td>Technical Bid will be opened on 30/06/2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.</td></tr></table>	<u>Bid Opening Date:</u>	Technical Bid will be opened on 30/06/2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.
<u>Bid Opening Date:</u>	Technical Bid will be opened on 30/06/2025 @ 15.30 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.				

Corrigendum -2	Pg. No.23	<p>Clause No. (e) Selection of Shipyard of (2) Instruction to Bidders in Section 4</p> <p>II Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with a shipyard in accordance with specified format at Section 7, Form XXII.</p>	<p>Clause No. (e) Selection of Shipyard of (2) Instruction to Bidders in Section 4 to read as:</p> <p>II. Notwithstanding, the relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence for electrical integrator in support of such an agreement with a shipyard in</p>
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		<p>III. Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form-XX before the commencement of keel laying.</p>	<p>accordance with specified format in Section 7, Form XXII. This Form XXII is to be submitted on or before the keel laying date.</p> <p>III. Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form XX is to be submitted at the time of bid submission.</p> <p>Other clauses remain unaltered.</p>
Corrigendum 3:	Pg. No. 24	<p>Clause No. (f) Selection of Energy Storage System (ESS) Integrator/Provider of (2) Instruction to Bidders in Section 4</p> <p>Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with an ESS Supplier & Electrical Integrator in accordance with specified format at Section 7, Form XXIII.</p> <p>Notwithstanding, anything mentioned above the selected Energy Storage System (ESS) Supplier & Electrical Integrator shall be responsible for providing undertaking in the prescribed format as per Section-7-Form-XXI & XXII before the commencement of keel laying.</p>	<p>Clause No. (f) Selection of Energy Storage System (ESS) Integrator/Provider of (2) Instruction to Bidders in Section 4 to read as:</p> <p>Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with an ESS Supplier & Electrical Integrator in accordance with specified format at Section 7, Form XXIII. This Form XXIII to be submitted along with the Technical bids.</p> <p>Notwithstanding, anything mentioned above the selected Energy Storage System (ESS) Supplier & Electrical Integrator shall be responsible for providing undertaking in the prescribed format as per Section-7-Form-XXI & XXII before the commencement of keel laying. Forms XXI & XXII are to be submitted on or before the keel laying date.</p> <p>Other clauses remain unaltered.</p>

Corrigendum 4:	Pg. No.24	<p>Clause No. (h) Shore Power Charging Infrastructure (2) Instruction to Bidders in Section 4</p> <p>I. The Shore Power Charging Infrastructure shall be developed and provided by the bidder/contractor up to the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC.</p> <p>II. The bidder shall be responsible for making arrangements at his own cost related to cable management system to draw shore power from the designated power point provided by the port at berth and utilize it for charging the ESS System on board the Green Tug.</p> <p>III. The Port shall provide shore power free of cost for the Tug during the tenure of the contract period.</p>	<p>Clause No. (h) Shore Power Charging Infrastructure (2) Instruction to Bidders in Section 4 to read as:</p> <p>I. The Shore Power Charging Infrastructure along with the Cable Management System shall be developed and installed by the contractor. The contractor shall take power supply (22KVA/11KVA, 3 Phase, 50Hz) from nearest substation through meter (KWh) by their own cost. However the power supply shall be provided by the VOCPA at free of cost during the contract period.</p> <p>II. The contractor to share electrical SLD and complete details of all Electrical equipment installed on TUG and power requirement for charging of ESS.</p> <p>III. If any additional requirement to draw shore power supply from the designated Supply/Power Point and utilize it for charging ESS system on board Green Tugs shall be arranged/provided by the contractor. The contractor shall make all the necessary required arrangements to safely handle the power cable for plugging in/out on 24 x 7 basis during their tenure of the contract period.</p> <p>V. The shore power charging infrastructure will be catering the power supply requirements as specified in GTTP general specifications published by IPA. If any additional requirements are required by the tugs due to its design, then the contractor shall take care of these requirements. All tugs should be designed with the kind of sockets compatible with the Shore</p>
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			<p>Power Charging Infrastructure Provided by the contractor.</p> <p>VI. The bidder shall be responsible for making arrangements at his own cost to install and operationalize any additional requirements as stated in the above para to draw shore power from the designated power point provided by the port at berth for charging the ESS system on board the green tug.</p> <p>VII. The ESS shall be designed with necessary charging arrangements to charge the tug for one full harbour operation within 2 hours for the given operating profiles Corrigendum -1 and as per Para 869 - Ship common system of 60-ton tug technical specification.</p> <p>Other clauses remain unaltered.</p>
Corrigendum 5:	Pg. No.20-21	<p>Clause No. 2 (b) Instruction to Bidders-Requirements of 60T BP battery electric green tug in Section 4</p> <p>VII. The offered Tug should display the Name of the Port along with port Logo on both side in the accommodation area or in a conspicuous location as per VOCPA 's requirement. Adequate lighting to be provided in that area to enables identification by other Tugs and ships at nighttime.</p> <p>VIII. In case none of the bidders in the tender are able to position Indian built tugs complying with General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then</p>	<p>Clause No. 2 (b) Instruction to Bidders-Requirements of 60T BP battery electric green tug in Section 4 to read as:</p> <p>VII. The offered Tug should display “Hired by the Name of the Port along with the port Logo” on both sides in the accommodation area or in a conspicuous location as per VOCPA 's requirement. Adequate lighting to be provided in that area to enables identification by other Tugs and ships at nighttime. The name of the vessel may be displayed as per statutory requirements.</p>

		<p>successful bidder shall be granted the option of offering a Substitute Tug as per clause No. 36 of Section 6.</p> <p>IX. The successful bidder shall strive to commence the charter on or before completion of 24 months from the date of issue of Work Order. In case GTTP compliant Green Tug is not delivered within 24 months from the date of issue of Work Order, the bidder shall be liable for appropriate penalty as per Penalty Clause (Section 5, Clause 6), as laid out in the tender.</p> <p>X. The Substitute Tug (Conventional type) so offered shall be allowed to operate for a maximum period of 6 months beyond 24 months. However, the Substitute Tug offered is of Battery type (Green Tug), it shall be allowed to commence the contract early and operate on or before 24 months. If the GTTP compliant Green Tug is not deployed within 30 months (24 months+06 months substitute tug period) from the date of issue of work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing.</p>	<p>VIII. In case none of the bidders in the tender are able to position Indian-built tugs complying with the General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then the successful bidder shall be granted the option of offering a Substitute 60 T BP Battery operated electric green tug (Indian flag / Foreign flag) as per Corrigendum - 26 for commencement of contract.</p> <p>IX. COMMENCEMENT OF CONTRACT</p> <p>The successful bidder shall commence the contract within 24 months from the date of issue of the work order by deploying 60 T BP ASTDS -GTTP Tug for service as stipulated in TUG REQUIREMENT as per Clause No 2(b) of section 4 & Corrigendum – 5.</p> <p>In case ASTDS Tugs are not deployed within 24 months, the Substitute 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag) as per Corrigendum - 26 needs to be deployed for the commencement of the contract, failing which penalty will be imposed as per Clause No. 6 (A) in Section 5 and Corrigendum – 35.</p> <p>X. The Substitute 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag) so offered shall be allowed to operate for a maximum period of 36 months (24 months +12 months only) from the date of issue of work order.</p>
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			<p>However, if the 60 T BP ASTDS -GTTP Tugs is not deployed within 39 months (24 months + 12 months period + 3 months penalty period) from the date of issue of the work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing.</p> <p>Other clauses remain unaltered.</p>
Corrigendum 6:	Pg. No. 44-45	<p>Clause No. 27 Accommodation and Manning in Section 6</p> <p>2. The tug should have a set of competent and qualified Crew and shall be manned as per Safe Manning Requirement prescribed by DG Shipping for Nautical & Engineering Discipline for Tugs trading only on smooth/ partially smooth waters near a Port during course of normal deployment as defined in Annexure-I-D17 for Nautical Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 19.03.2012 and Annexure-I-E-20 for Engineering Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 10.04.2012. The tug will be predominantly operating in harbour waters only. However, it will be the responsibility of the bidder to keep the tug manned as per the Safe Manning Requirement prescribed by DG Shipping at all times.</p>	<p>Clause No. 27 Accommodation and Manning in Section 6 to read as:</p> <p>2. The tug should have a set of competent and qualified Crew and shall be manned as per Safe Manning Requirement prescribed by DG Shipping.</p> <p>11. During the currency of contract P&I certificate for crew to be always kept valid for crew-related claims. In case of non-compliance.</p> <p>Other clauses remain unaltered.</p>
Corrigendum 7	Pg. No.47	<p>Clause No. 34) Training in Section 6</p> <p>1. The crew needs to attend training and in drills conducted by VOCPA from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code</p>	<p>Clause No. 34) Training in Section 6 to read as:</p> <p>1. The crew need to attend training and in drills conducted by VOCPA from time to time. The contractor shall ensure that Tug crew is</p>

		<p>and requirements under MARPOL and the operator shall comply with applicable provisions.</p> <p>2. Also, the contactor should impact periodical training to all crew and shore personnel and the training records may be submitted to VOCPA on quarterly basis.</p> <p>As the tug is on long term charter with VOCPA in case if port warrants internship training for students, the same to be imparted to the students as per VOCPA instruction.</p>	<p>familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions.</p> <p>2. Also, the contactor should impact periodical training to all crew and shore personnel and the training records may be submitted upon request from VOCPA, if required.</p> <p>As the tug is on long term charter with VOCPA in case if port warrants internship training for students, the same to be imparted to the students as per VOCPA instruction.</p>
Corrigendum 8	Pg. No.27	<p>Clause No. (u) Evaluation of bids (2) Instruction to Bidders in Section 4</p> <p>After getting technically qualified, the bidder quoting the lowest price will be considered for acceptance and if in the opinion of the port, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the clarification from the bidder to produce detailed price analysis with justification for all items of the bill of quantities.</p> <p>Price bids of those bidders, who have qualified techno-commercially, will be opened and daily charter rate for valuation will be calculated as per the following parameters: Quoted Charter Hire Rate per Day = X Quoted Charter Hire Rate per Day = X VOCPA Port Authority decision on this shall be final, conclusive and binding. Price bids of only those tenderers who have qualified in Technical Bid, will be opened. The bidder quoting Lowest Charter Hire Rate per Day shall be declared as L1 Bidder and will be eligible for issuance of letter of award provided the other formalities as per tender conditions are fulfilled.</p>	<p>Clause No. (u) Evaluation of bids (2) Instruction to Bidders in Section 4 to read as:</p> <p>The bidders shall quote the charter hire rate per day in the BoQ (Section 8 schedule I- Price bid format). The price bid of the shortlisted bidders i.e Technically qualified bidders will alone be opened by the Port. The price bid will be evaluated based on the rate quoted per day by the bidders in BoQ. The bidder quoting the Lowest value of the charter hire rate will be declared as a successful bidder and will be eligible for issuance of a letter of award/work order, provided the other formalities as per tender conditions are fulfilled. VOCPA Port Authority's decision on this shall be final, conclusive and binding.</p> <p>(Other clauses are deleted)</p>

		<p>Fuel for DG set The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. Considering multiple new technology integration in this project, fuel consumption for the hired tug shall be supplied by the Port on actual consumption basis. The free supply of fuel shall be capped based on equipment fit specifications (DG sets) or as decided by Port Authorities, whichever is lower.</p> <p><u>Fuel for DG set per hour per set = ---- Litres per Hour (To be declared by the bidder along with tender.</u></p> <p>The Port shall provide shore power free of cost for the Tug during the tenure of the contract.</p> <p>During the tenure of the contract, if the Tug fuel consumption exceeds the Port's declared figures, 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 plus 20% overhead charge. Port Authority's decision in this regard shall be final, conclusive and binding. The fuel consumption of the DG set of Green tug will be calculated as per the following formula:</p> <p>i)Fuel oil consumption DG Engines in litres/hour = A ii)Cost of fuel (prevailing oil supply company rate)= B iii)Actual running hours = C. iv)Fuel Cost to be calculated D = A X B X C.</p> <p>The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. The bidder will declare the fuel as per format in FORM XXIV.</p> <p>Fuel for DG set per hour per set = ---- Litres per Hour</p> <p>The Port shall provide shore power free of cost for the Tug during the tenure of the contract. The bidder will declare the shore power as per format in FORM XXIV.</p> <p>Shore Power for charging per hour = ---- Units per Hour</p>	
Corrigendum 9	Pg. No.28	<p>Clause No. (v) Award of work in Section 4</p> <p>6. The performance bank guarantee will be either in the form of Bank Guarantee from the scheduled/nationalized banks</p>	<p>Clause No. (v) Award of work in Section 4 to read as:</p> <p>6. The performance bank guarantee is to be submitted as per Corrigendum - 28 and</p>

		encashable at Tuticorin as per Section-7- Form- VIII format or in such form as determined by VOCPA.	encashable at Tuticorin as per the format specified in Corrigendum - 15. Other clauses remain unaltered.
Corrigendum 10	Pg. No.29	<p>Clause No. 1 Scope of work for charter of 1 No. 60T battery electric green tug in Section 5</p> <p>C.The offered 60T Battery Electric Green Tug must register under Indian flag Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to VOCPA as per Section 5 Clause 2, including the certificate of class for Fi-Fi and certificate of ASTDS -GTTP Compliance. VOCPA reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient</p>	<p>Clause No. 1 Scope of work for charter of 1 No. 60T battery electric green tug in Section 5 to read as:</p> <p>c. The offered 60T Battery Electric Green Tug must register under Indian flag Tug to be put in operation within stipulated time. The Bidder is required to submit all the specifications of the tug to be offered to VOCPA as per Section 5 Clause 2. The necessary certificates to be submitted to VOCPA as per Corrigendum – 34. Other clauses remain unaltered.</p>
Corrigendum 11	Pg.29, 30,31	<p>Clause No. 2 Technical specifications in Section 5</p> <p>2.The contractor shall always supply and keep on board a minimum of adequate Nos. of 30 m long tested polypropylene rope on the drum and additional spare 2 nos. of 30 m long tested polypropylene ropes of adequate strength for towing purposes.</p> <p>20. The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall</p>	<p>Clause No. 2 Technical specifications in Section 5 to read as:</p> <p>2. The contractor shall always supply and keep on board a minimum of adequate Nos. of 110 m long tested polypropylene rope on the drum and an additional spare 2 nos. of 110 m long tested polypropylene ropes of adequate strength for towing purposes.</p> <p>3.</p> <p>20.The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 30 min notice on usual circumstances.</p>

		<p>maintain deck and engine logbook respectively and the same shall be submitted to the scrutiny of the DEPUTY CONSERVATOR or his authorized representatives(s), whenever requested. The completed logbook shall be sent to the DEPUTY CONSERVATOR 's Office at the end of every month for checking by Officer designated by the DEPUTY CONSERVATOR. The battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.</p> <p>29.The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency (s), if required, at no extra cost to VOCPA. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.</p>	<p>The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine logbook respectively and the same shall be submitted to the scrutiny of the DEPUTY CONSERVATOR or his authorized representatives(s), whenever requested. The completed logbook shall be sent to the DEPUTY CONSERVATOR's Office at the end of every month for checking by an Officer designated by the DEPUTY CONSERVATOR. The battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.</p> <p>29. The Successful Contractor has also to carry out all operations at the maximum capacity of the tug provided that the tug has been adequately charged during an emergency (s), if required, at no extra cost to VOCPA. The Penalty clause shall apply in case of failure of the Contractor to fulfil such assignments.</p> <p>Except 2, 20 and 29, other clauses remain unaltered</p>
Corrigendum 12	Pg. No.39	<p>Clause No. 11 Rates, amounts & taxes in Section 6</p> <p>4.Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for</p>	<p>Clause No. 11 Rates, amounts & taxes in Section 6 to read as:</p> <p>4. Any changes in basic price/rate in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while</p>

		<p>the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.</p> <p>5.The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time, except berth hire & port charges, power and fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing VOCPA 's scale of Rates. However, if a substitute tug/sister/similar tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.</p>	<p>quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.</p> <p>5.Tug shall be exempted from Port charges during ON-HIRE period. Berthing facilities will be provided to the Tug free of cost as per the convenience of the Port. However, during the OFF-HIRE period, the fuel and shore supply are chargeable as per the Scale of Rates of VOCPA. During the OFF-HIRE period, Port related charges are exempted for 5 days only.</p> <p>However, if a Substitute 60 T BP Battery operated electric green tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per Corrigendum -26.</p> <p>Other clauses remain unaltered</p>
Corrigendum 13	Pg. No. 42	<p>Clause No. 19 Force majeure in Section 6:</p> <p>3.Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.</p>	<p>Clause No. 19 Force majeure in Section 6 to read as:</p> <p>3.Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 10 days (Ten days) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may be liable the party being denied of the shelter of the clause.</p>

			other clauses remain unaltered
Corrigendum 14	Pg. No. 43	<p>Clause No. 23 Foreclosure in Section 6</p> <p>VOCPA has the right to foreclose the contract for National Security, National Emergency and in public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared power/ fuel consumption etc. VOPCA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.</p>	<p>Clause No. 23 Foreclosure in Section 6 to read as:</p> <p>VOCPA has the right to foreclose the contract for National Security, National Emergency and in case of non-performance by the contractor with respect to non-compliance with Tender conditions, operational shortfalls, etc., VOPCA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. The contractor shall continue to work in the notice period at the same Charter Rate.</p>

<p>Corrigendum 15 Pg. No 67,68 & 69</p>	<p>Form-VIII: Format for Performance Security (Bank Guarantee) to read as:</p> <p>(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/ Sectioned Bank in India)</p> <p>From: _____</p> <p>Name and Address of the Bank _____</p> <p>To DEPUTY CONSERVATOR VOCPA</p> <p>This DEED OF GUARANTEE executed atby (Name of the Bank) having its Head/Registered Office at (Hereinafter referred to as “the Guarantor” which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;</p> <p>In favour of</p>
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	<p>The Board of Directors of VOCPA having its office at V. O. Chidambaranar Port Authority, Harbour Estate, Administrative Building, Thoothukudi -628004 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;</p> <p>WHEREAS, M/s(Name of BIDDER/CONTRACTOR (hereinafter called ‘the Contractor’ which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract for “HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY” , (hereinafter called to as “the Contract”) and the VOCPA has issued Letter of Award for the Award of Contract to the Successful bidder.</p> <p>WHEREAS VOCPA has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs..... (Rupees only) by way of Security for execution of the Contract Agreement for the Contract within a period ofdays from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;</p> <p>NOW THIS DEED WITNESSETH that in consideration of the premises, we _____ Bank hereby guarantees as follows:</p> <p>a) The Successful bidder shall execute the Contract Agreement before _____(date) and shall perform the contract of for “HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY” in accordance with the bid documents.</p> <p>b) We, the Guarantor, shall without demur, pay to the VOCPA an amount not exceeding Rs.....(Rupees..... only) within five (5) days of receipt of a written demand thereof from the VOCPA stating that the Successful Bidder has failed to meet its performance obligations as stated in the contract.</p> <p>c) The above payment shall be made by us without any reference to the Contractor or any other person and irrespective of whether the claim of the Company is disputed by the Contractor or not.</p> <p>d) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (3) month i.e., up to and inclusive of _____(date).</p> <p>e) In order to give effect to this Guarantee, VOCPA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the VOCPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the VOCPA against the Contractor or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of VOCPA or any</p>
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indulgence by the VOCPA to the Contractor to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

f) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

g) The Guarantor has power to issue this guarantee, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under

h) It is also hereby agreed that the courts in Tuticorin shall have exclusive jurisdiction in respect of claims, if any, under this guarantee.

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

i) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____
(Rupees _____ only);

b) This Bank Guarantee shall be valid up to _____; 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).

d) This Guarantee is encashed able at Tuticorin (Name of the Branch and address to be given).

IN WITNESS WHEREOF the Guarantor has set its hands hereunto on the day, month and year first herein above written.

Date : (Signature of Authorized person of Bank)
Place : (Name in Block letters)
(Designation)
(Address).....

Bank's Seal:
Authorization No:
Witness:

1. Name : Signature
Address : Seal
2. Name : Signature
Address : Seal:

(Banks may add / supplement any terms as banking parlance deems fit.)

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum issued (Read as)
Corrigendum -16	----	----	RESPONSIVENESS The bidder has to submit the EMD details (or) MSME/NSIC Certificate, failing which the Bid will be treated as invalid and rejected summarily. Bidder shall not have any claim on this account later on.
Corrigendum -17	----	----	Documents to be submitted Submission of documents on or before the keel laying date: <ol style="list-style-type: none"> 1. GTTP Compliance Certificate- Form - XIX 2. Undertaking from ESS supplier -Form XXI 3. Undertaking from Electrical Integrator -Form- XXII Submission of documents before commencement of Contract: <ol style="list-style-type: none"> 1. Form XXIV Fuel & Shore Power Consumption 2. The Substitute 60 T BP Battery operated electric green tug details along with necessary certificates.
Corrigendum -18	Pg. No.38 & 39	Clause No. 9 Assignment and subletting in Section 6 The Contractor shall not sub-let the contract or any part thereof without the written permission of the VOCPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the	Clause No. 9 Assignment and subletting in Section 6 to read as: The contractor shall not assign the lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this

		partnership at present existing between him in reference to this contract without the written permission of the VOCPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub- letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet.	condition shall render the contact liable for termination and the Performance Bank Guarantee shall be forfeited.
Corrigendum -19	Pg. No.37	Clause No. 6 Compliance with statutory requirements	Clause No. 6 Compliance with statutory requirements (if applicable) in Section 6 to read as: Clause No. 1 to 5 remain unaltered.
Corrigendum -20	Pg. No.41	Clause No. 15 Insurance in Section 6 The Contractor shall take suitable comprehensive insurance at their cost for the Tug including hull, machinery P&I for the crew for performing various operations at VOCPA. The Contractor shall also take insurance against damages to VOCPA /3rd party property, P&I insurance for tugs and personnel on duty. The Contractor to submit proof of payment of insurance premium to the VOCPA within 15 days from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for	Clause No. 15 Insurance in Section 6 to read as: The Insurance of the vessel including the staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from IRDA approved Insurance company. The contractor is required to take the following policies/ coverage: (1) All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with "ITC Hull Clause" with Earthquake, War, SRCC extension.

		<p>the duration of the contract and produce the same to the employer on demand or whenever necessary.</p>	<p>(2) Protection & Indemnity 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.</p> <p>(3) Standard Workmen's compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.</p> <p>(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 Clause no. 7 (6) of Maintenance and operation in section 6, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).</p> <p>During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of tug) and a penalty will be levied as per Corrigendum - 35 (B) in addition to non-payment of hire charges. At least 2 months before the expiry of the Insurance Policy, the firm shall take action for renewal of the Insurance Policy, intimating the Port and the copy of the renewed Policy should be submitted before the expiry of the validity of the Insurance Policy.</p>
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Corrigendum -21	Pg. No.26	<p>Clause No. (s) Submission and closing date of tender in Section 4</p> <p>The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to the last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted.</p>	<p>Clause No. (s) Submission and closing date of tender in Section 4 to read as:</p> <p>The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to the last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted except the offline payment instruments of 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 to the Deputy Conservator, Marine Department, VOCPA prior to cut off date & time of Technical Bid opening.</p>
Corrigendum -22	Pg.No.14 & 15	<p>Clause No. 2 of Techno Commercial Bid in Section 2</p> <p>VI. Bidder shall upload the published tender document duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender</p> <p>X. The bidder shall upload Performance Bank Guarantee in the specified format Section -7 - Form-VIII.</p>	<p>Clause No. 2 of Techno Commercial Bid in Section 2 to read as:</p> <p>VI. Bidder shall upload the published tender document, pre-bid clarifications, corrigendum etc., duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender.</p> <p>X. The bidder shall upload a copy of the Performance Bank Guarantee in the specified format Section -7 - Form-VIII. The Successful bidder should submit the Performance Bank Guarantee within 28 days from the date of issue of the Letter of Acceptance (LOA)/ Work order as per format in Corrigendum- 15 & 28. Other clauses remain unaltered.</p>
Corrigendum -23	Pg. No.44	<p>Clause No. 26) Certificates in Section 6</p> <p>The Contractor shall comply with all acts, regulations and bye-laws related to the operation of the tug in Indian territorial waters, and shall obtain necessary</p>	<p>Clause No. 26) Certificates in Section 6 to read as: The Tug should have all Statutory Certificates as applicable.</p>

		clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, MMD, IR Class/ any other classification society approved and notified by SSC-GTTP etc. for deploying the tug for service in the port, before the tug is put into service as per MS Act.	
Corrigendum -24	Pg. No.46	<p>Clause No. 32) Breakdown maintenance in Section 6</p> <p>The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 hours. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.</p>	<p>Clause No. 32) Breakdown maintenance in Section 6 to read as:</p> <p>The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 days in a year. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/Substitute 60 T BP battery-operated electric green tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.</p>
Corrigendum -25	Pg. No.41	<p>Clause No. 16) Downtime and allowed maintenance period in Section 6</p> <p>The Bidder shall be eligible for 48 hours (i.e. 2 days) allowed maintenance period for Tug in a month i.e., 24 days in a year during the currency of the contract. In case of non-utilization of allowed maintenance period (downtime) during the year, the Bidder shall be allowed to carry over a maximum of 6 days of unutilized downtime to subsequent years i.e., in a year carry forward will be allowed for only 6 days and in any year bidder will get maximum 30 days as a permissible downtime and regardless of downtime whether utilized</p>	<p>Clause No. 16) Downtime and allowed maintenance period in Section 6 to read as:</p> <p>The Bidder shall be eligible for 48 hours (i.e. 2 days) allowed maintenance period for Tug in a month i.e., 24 days in a year during the currency of the contract. The excess days will lapse automatically.</p>

		or not, only up to 30 days of downtime can be accumulated. The excess days will lapse automatically.	
Corrigendum -26	Pg. No.47 & 48	<p>Clause No. 36 Substitute Tug in Section 6</p> <p>Substitute/Similar tug shall be of similar or better in seaworthy operating condition subject to the following conditions:</p> <ol style="list-style-type: none"> 1. Year of Build- 15 years at the time of commencement of contract 2. Overall Length- 30-35 metre 3. Freeboard: Maximum 3 metre <ul style="list-style-type: none"> • In case of substitution with 60T Conventional Tug as per the provisions of the SOP for ASTDS- GTTP, the average fuel/ power consumption per hour of the offered Tug will be arrived based on the average fuel consumption of the main engine and DG set for a similar tug for the last six months worked in the port. In case the duration of having worked in Port is less than six months, the average fuel consumption of the Main Engine and DG set for the entire duration will be taken. • In case of substitution with 60T Battery Electric Green Tug as per the provisions of the SOP for ASTDS- GTTP, the average fuel/ power consumption per hour of the offered Tug will be as per the declaration provided in Section 4 (u). • The fuel for the substitute tug will be provided by Port at free of cost. • The Charter Hire rate per day for Substitute tug to be as follows: <p>Case-I: (Substitution with Conventional Tug)</p> <p>In case the successful bidder supplies a 60T Bollard Pull substitute Conventional Tug till deployment of the newly built Green Tug to commence the contract, daily charter hire rate</p>	<p>Clause No. 36 Substitute Tug in Section 6</p> <p>Substitute tug shall be of Substitute 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag) better in seaworthy operating condition subject to the following conditions:</p> <ul style="list-style-type: none"> • In case of substitution with 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag) as recommended by SSC. • The fuel for the substitute tug will be provided by Port at free of cost. • The substitute tug details along with necessary certificates to be submitted before commencement of contract. • The Charter Hire rate per day for Substitute tug to be as follows: <p>(Substitute 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag))</p> <p>In case the successful contractor supplies a 60T Bollard Pull as a Substitute 60 T BP Battery operated electric green tug till deployment of the newly built Green Tug, to commence the contract, the daily charter hire rate for the same tug shall be fixed at 90% of the awarded daily Charter Hire Rate and this Substitute 60 T BP Battery operated electric green tug (Indian Flag / Foreign flag) offered shall be allowed to operate for 36 months (24 months + 12 months) only.</p>

		<p>for the same tug shall be fixed at 50% of the awarded daily Charter Hire Rate.</p> <p>Case-II: (Substitution with Battery Electric Green Tug)</p> <p>In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at 90% of the awarded daily Charter Hire Rate.</p>	<p>The conventional tug (Diesel Engine driven tug) shall not be allowed for substitutional for commencement of contract.</p> <p>However, new-built ASTDS -GTTP tug should be deployed within 39 months (24 months +12 months + 3 months penalty period) from the date of issue of work order, failing which the contract/s shall be liable to be terminated and the Performance Security will be forfeited.</p> <p>The deployed Substitute 60 T BP Battery-operated electric green tug (Indian Flag / Foreign flag) shall be registered in India and approved by the IRS class.</p>				
Corrigendum -27	Pg No.93	<p>Form-XXIV: Fuel consumption and Shore Power in Section 7</p> <p>Fuel for DG set per hour per set = ---- Litres per Hour</p> <table border="1"><tr><td>Total Fuel Consumption of DG Set in Litres per Hour</td><td></td></tr></table> <p>Shore Power for charging per hour = ---- Units per Hour</p>	Total Fuel Consumption of DG Set in Litres per Hour		<p>Form-XXIV: Fuel consumption and Shore Power in Section 7 to read as:</p> <p>(To be submitted before commencement of contract)</p> <p>Fuel for DG set per hour per set = ---- Litres per Hour</p> <table border="1"><tr><td>Total Fuel Consumption of DG Set in Litres per Hour</td><td></td></tr></table> <p>Shore Power for charging per hour = ---- Units per Hour</p>	Total Fuel Consumption of DG Set in Litres per Hour	
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		<div>Total Shore Power for charging in units per hour</div> <div>Total Fuel Consumption for Substitute Tug = ---- Litres per Hour</div> <div>Total Fuel Consumption of Substitute Tug including Main Engines & DG Set in Litres per hour</div>	<div>Total Shore Power for charging in units per hour</div> <div>Total Fuel Consumption for Substitute Tug = ---- Litres per Hour (to be submitted before commencement of contract)</div> <div>Total Fuel Consumption for DG set of Substitute Tug in Litres per hour</div>
Corrigendum -28	Pg. No.36 & 37	<p>Clause No. 5 Performance Guarantee in Section 6</p> <p>The successful Bidder shall furnish an unconditional and irrevocable Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA within 28 days from date of issue of Letter of Award / Work Order before signing the agreement. The performance guarantee will be either in the form of Bank Guarantee from the scheduled/nationalized banks encash able at Tuticorin as per Section-7- Form-VIII format or in such form as determined by VOCPA. The validity of the BG should be additional claim period of 12 months beyond the tenure of the performance guarantee from any Indian Nationalized bank/Scheduled bank enforceable and encash able at Tuticorin or for such period and in such form as determined by VOCPA.</p>	<p>Clause No. 5 Performance Guarantee in Section 6 to read as:</p> <p>Performance Security shall be 5 % of the Total Contract value (15 years contract value) + GST and Security Deposit at 5% of the total contract value (15 years contract value) will be deducted as Retention amount by deducting 10% of each monthly running bill. Performance Security shall 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 as per Section-7- Form-VIII format or in such form as determined by VOCPA. The Performance Bank Guarantee should remain valid initially for (3) three years (i.e. mobilization period + 1st year of contract). The same shall be subsequently renewed annually till the completion of the contract duration with a claim period of 3 months. The contractor has to renew the BG well in advance to avoid penalty/encashment.</p>

		<p>VOCPA will have unconditional option under the guarantee to invoke the said Performance Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the VOCPA upon mere demand without any demur.</p> <p>The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.</p>	<ul style="list-style-type: none"> • Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week or part thereof on delayed submission of BG. • Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week or part thereof for non-renewal of Performance Security before expiration. If the Performance Security is not renewed within 75 days after the completion of 12 months, contract shall liable to be terminated and Performance Security will be forfeited / encashed. • “Performance Security” shall be released after satisfactory completion of the contract period. • In case of non-availability of Performance Security in time, the contractor can also deposit the Performance Guarantee amount in the VOCPA Bank account to avoid penalty. This amount will be refunded after submission of Performance Security.
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Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum issued (Read as)
Corrigendum -29	Pg. No.88	<p>Form-XX: Undertaking from Shipyard in India (Optional) (To be given on Shipyard Letter Head) Date: _____ To, _____ Sub: Undertaking from Shipyard Tender Reference No: _____ Name of Tender / Work: - _____ _____</p> <p>Dear Sir, We, M/s _____, hereby confirm and declare that, 1. The total work, including procurement, construction, deployment, and readiness for operation, would be completed within 24 months from the date of contract award. 2. The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024. 3. We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of work order. 4. After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognised classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I. 5. We are situated in India and have the experience of constructing at least 03 vessels of 500 Gross Tonnage and above over the past three years ending 31st March of previous financial year.</p> <p>Yours Faithfully, (Signature of the Shipyard, with Official Seal)</p>	<p>Form-XX: Undertaking from Shipyard in India to read as:</p> <p>(To be given on Shipyard Letter Head) Date: _____ To, _____ _____ Sub: Undertaking from Shipyard Tender Reference No: _____ Name of Tender / Work: - _____ _____</p> <p>Dear Sir, We, M/s _____, hereby confirm and declare that, 1. The total work, including procurement, construction, deployment, and readiness for operation, would be completed within 24 months from the date of contract award. 2. The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024. 3. We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of the work order. 4. After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognized classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I. 5. We are situated in India and have the experience of constructing at least 03 vessels of 300 Gross Tonnage and above over the past three years ending 31st March of the previous financial year.</p> <p>Yours Faithfully, (Signature of the Shipyard, with Official Seal)</p>

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum issued (Read as)
Corrigendum - 30	Pg. No.89	Form-XXI: Undertaking from ESS Supplier (Optional) (To be submitted before the commencement of keel laying)	Form-XXI: Undertaking from ESS Supplier to read as: (To be submitted before commencement of keel laying) Form-XXI: Undertaking from ESS Supplier (To be submitted before the commencement of keel laying) Other clauses remain unaltered.
Corrigendum - 31	Pg. No.91	Form-XXII: Undertaking from Electrical Integrator (Optional) (To be submitted before the commencement of keel laying)	Form-XXII: Undertaking from Electrical Integrator to read as: (To be submitted before commencement of keel laying) Other clauses remain unaltered.

Corrigendum -32	---	---	<p>Specimen Bank Guarantee Form for EMD to read as:</p> <p><i>[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on ₹100/- non-judicial Stamp Paper]__</i></p> <p><i>[Bank's Name, and Address of Issuing Branch or Office]</i></p> <p>Beneficiary: Board of members of the V. O. Chidambaranar Port Authority, Tuticorin,</p> <p>Date: _____</p> <p>TENDER GUARANTEE No.: _____</p> <p>We have been informed that <i>[name of the Tenderer]</i> (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of <i>[name of contract]</i> under Invitation for Tenders No. <i>[number]</i>. 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 <i>[name of Bank]</i> hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of <i>[amount in figures]</i> (<i>amount in words</i>) 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:</p> <p>has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender; or</p> <p>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.</p> <p>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</p>
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			<p>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</p> <p>This guarantee will expire unless other wise extended or informed by the Employer/ Board:</p> <p>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;</p> <p>or</p> <p>(a) if the Tenderer is not the successful Tenderer, upon the earlier of</p> <p>(i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or</p> <p>(ii) Bank Guarantee shall be valid for a period of 6 months and have a claim period of 3 months.</p> <p>“Notwithstanding anything contained herein:</p> <p>a) Our liability under this Bank Guarantee shall not exceed ₹____ (Rupees____only);</p> <p>b) This Bank Guarantee shall be valid upto ____; and</p> <p>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).”</p> <p>Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date</p> <p>[signature(s)]</p> <p>[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so- should also be enclosed]</p>
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<p>Corrigendum- 33</p>	<p>Pg. No. 80</p>	<p>Form-XVI: Format for information regarding Litigation (To be given on Company Letter Head) Date: _____ To, _____ Sub: Declaration for Litigation Tender Reference No: _____ Name of Tender / Work: - _____ Dear Sir, We hereby confirm and declare that we, M/s -----, does not have any litigation / Arbitration History with any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years. Yours Faithfully, (Signature of the Bidder, with Official Seal)</p>	<p>Form-XVI: Format for information regarding Litigation to read as (To be given on Company Letter Head) Date: _____ To, _____ Sub: Declaration for Litigation Tender Reference No: _____ Name of Tender / Work: - _____ Dear Sir, We hereby confirm and declare that we, M/s -----, does not have any litigation / Arbitration History against VOCPA for which we have Executed/ Undertaken the works/ Services during the last 5 years. Yours Faithfully, (Signature of the Bidder, with Official Seal)</p>
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Corrigendum-34	Pg. No. 94 & 95	<p>Form-XXV: Document List to be submitted by bidder to consider responsiveness</p> <p>Form-XXV: Document List to be submitted by bidder to consider responsiveness</p> <p>(To be enclosed in PART I – TECHNO-COMMERCIAL BID)</p>	<p>Form-XXV: Document List to read as</p> <p>The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.</p>																																																	
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The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in CPP Website only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.

1) Technical offer with counter condition shall be liable for rejection and disqualification.

2) All Annexure to be neatly typed in firm's letter head and submitted.

Note: All the documents to be submitted by the Bidder shall be uploaded after scanning and shall be legible. Bidder is required to mention relevant page numbers / marking of his offer while filling up the above format.

<p>Corrigendum-35</p>	<p>Pg. No. 33 & 34</p>	<p>Clause No. 6 Penalty in Section 5 to read as:</p> <p><u>Downtime Penalty for offered 60T Battery Electric Tug</u></p> <p>If tug is inoperative / unavailable and VOCPA is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows:</p> <p>In addition to non-payment of charter hire charges on prorated basis and penalty as below will be levied</p> <ul style="list-style-type: none"> • Up to 45 Days - 10% of hire charges per day • 46 - 90 Days - 20% of hire charges per day • Beyond 90 Days - 30% of hire charges per day <p>➤ 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.</p> <p>➤ 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.</p> <p>➤ In case of non-availability for 1 hour, 2 hours and so on, penalty will be imposed @ 10% of hire charges per hour</p>	<p>Clause No. 6 Penalty in Section 5 to read as:</p> <p>A. PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT</p> <p>The successful bidder shall commence the contract within 24 months from the date of issue of work order and tug to be deployed for service as stipulated in TUG REQUIREMENT clause No.2(b) of Requirement of ASTDS-GTTP 60 T BP Battery Electric Green Tug in Section 4. If the contractor fails to commence the contract within 24 months penalty will be imposed @ 10% of the quoted daily hire rate per day + GST or part thereof for the delayed period of 12 months (penalty period).</p> <p>If the contractor fails to commence the contract within 36 months (24 months + 12 months) penalty will be imposed @ 50% of the quoted daily hire rate per day + GST or part thereof for the further delayed period of 3 months (penalty period).</p> <p>If the contract is not commenced by deploying ASTDS-GTTP 60 T BP Battery Electric Green Tug as per clause No. 2 (b) of Section 4 and Corrigendum -5, within 39 months (24 months + 12 months penalty period + 3 months penalty period), the contract shall be liable to be terminated at the discretion of VOCPA and the Performance Security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing..</p>
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	<p>in addition to Non-payment of hire charges per hour on pro-rata basis.</p> <p>This Clause will be operative, if the tugs remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Deputy Conservator or his authorized representative for any reasons. In addition to the non- payment of charter rate for the period of non-availability of the tugs, the Penalty shall be levied as per the provisions of the relevant clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.</p> <p><u>If the Tugs are not operational even after forty five (45) days: -</u></p> <p>The contractor has to provide a Substitute Tug with specifications acceptable to port in sea worthy and efficient condition having in possession of all necessary valid certificates and Class certification from IRS/ any other classification society and at such charter rate as declared by port in Substitute Tug (Section 6 Clause 36) clause of the tender document. In case a substitution is made by the contractor. The contractor should diligently take efforts to deploy the substitute tug at the earliest but not exceeding 90 days from the day of non-operation.</p> <p><u>Beyond 90 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.</u></p> <p>Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 180 days only from the date & time tugs are deployed and failure to</p>	<p>B. PENALTY FOR NON-AVAILABILITY OF 60 T BP ASTDS -GTTP TUGS DURING THE CONTRACT PERIOD TO READ AS:</p> <p>If the Tug fails to perform/provide service fulfilling the contractual obligations, penalty will be imposed.</p> <p>The contractor shall provide a substitute tug of suitable type and capacity or higher as per tender requirement Corrigendum- 26 from 7th day onwards, whenever the Tug is not available beyond its accumulated downtime of 6 days.</p> <p>If substitute tug as per Corrigendum- 26 is not provided after availing 6 days of downtime, penalty as follows will be imposed.</p> <table><tr><td>1 to 45 days</td><td>10 % of hire charges per day on Pro-rata basis + Non-payment of hire charges per day</td></tr><tr><td>46 to 70 days</td><td>20% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day</td></tr><tr><td>71 to 90 days</td><td>30% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day</td></tr></table> <ul style="list-style-type: none">• If the tug is non-available up to 30 minutes no penalty.• 31 minutes or above upto 60 minutes, the penalty will be calculated for 1 hour.• If the non-availability is beyond 61 minutes upto 90 minutes, the penalty will be calculated for 2 hour and so on.• If the tug is not available for operation for hours or part thereof, it would be considered as full hours. For example, if the tug is not available 1 hour 20 min non-availability shall be	1 to 45 days	10 % of hire charges per day on Pro-rata basis + Non-payment of hire charges per day	46 to 70 days	20% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day	71 to 90 days	30% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
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46 to 70 days	20% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day							
71 to 90 days	30% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day							

		<p>deploy the originally offered tugs within180 days, the contract is liable to be terminated at the discretion of VOCPA, unless the port authority specifically grants an extension period with reasons to be recorded in writing. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor, the substitute tug with similar or better specifications only may continue for remaining currency period of contract at the sole discretion of VOCPA.</p> <p><u>If the Contractor fails to provide the substitute tug after 90 days:</u> -</p> <p>If contractor expresses his inability to provide the offered tug or substitute tug by 90th day, then the contract may be terminated. In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as per tender document shall apply. The Performance Guarantee shall be encashed as per general conditions of the contract.</p>	<p>considered as 2 hours and so on.</p> <ul style="list-style-type: none">If non-availability of tug is 24 hours, it would be considered as 1 day, 48 hours is 2 days, 72 hours is 3 days and so on.1 to 23hrs = 10% hire charges per hour + non-payment of hire charges per hour on pro rata basis. <p>An example of calculation of penalty for non-availability of tug say 51hrs with applicable day hire charges, say Rs. 1,20,000 per day is shown below:</p> <table border="1"><tr><td>For 2 days against 48hrs of non-availability 10% of 1,20,000 x 2 days + non-payment of hire charges for 2 days = 24,000+ 2,40,000</td><td>Rs.2,64,000</td></tr><tr><td>For 3hrs of non-availability Applicable per hour charges = 1,20,000 /24= Rs.5000 per hour. 10% of Rs. 5000 x 3hrs + nonpayment of hire charges per hour = 10% of 5000 x 3hrs + 5000 x 3hrs (1,500 + 15,000)</td><td>Rs. 16,500</td></tr><tr><td>Total amount will be deducted for 51 hrs non availability of tug from the monthly bill</td><td>Rs.2,86,500</td></tr></table> <p>However, if the contractor is not providing a originally offered ASTDS GTTP Green Tug as per the contract within 96 days (6 days downtime + 90 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.</p>	For 2 days against 48hrs of non-availability 10% of 1,20,000 x 2 days + non-payment of hire charges for 2 days = 24,000+ 2,40,000	Rs.2,64,000	For 3hrs of non-availability Applicable per hour charges = 1,20,000 /24= Rs.5000 per hour. 10% of Rs. 5000 x 3hrs + nonpayment of hire charges per hour = 10% of 5000 x 3hrs + 5000 x 3hrs (1,500 + 15,000)	Rs. 16,500	Total amount will be deducted for 51 hrs non availability of tug from the monthly bill	Rs.2,86,500			
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Corrigendum - 36	Pg. No.49 & 50	<p>Section 7 to read as Checklist of forms to be submitted by the bidder:</p> <table border="1"><tr><th>S. No.</th><th>Form No.</th><th>Description of Form</th></tr></table>	S. No.	Form No.	Description of Form	<p>Section 7 to read as List of Forms</p> <table border="1"><tr><th>S. No.</th><th>Form No.</th><th>Description of Form</th></tr><tr><td>1</td><td>FORM-I</td><td>TENDER FORM</td></tr></table>	S. No.	Form No.	Description of Form	1	FORM-I	TENDER FORM
S. No.	Form No.	Description of Form										
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		1	FORM-I	TENDER FORM
		2	FORM-II	BID SECURITY DECLARATION
		3	FORM-III	INTEGRITY PACT
		4	FORM-IV	PROFILE OF THE BIDDER
		5.	FORM-V	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)
		6	FORM-VI	ANNUAL TURN OVER
		7	FORM-VII	POWER OF ATTORNEY
		8	FORM-VIII	FORMAT OF PERFORMANCE GUARANTEE
		9	FORM - IX	LETTER OF ACCEPTENCE
		10	FORM – X	CHARTER PARTY AGREEMENT
		11	FORM – XI	EVIDENCE TOWARDS SITE VISIT
		12	FORM- XII	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT
		13	FORM - XIII	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM
		14	FORM - XIV	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS
		15	FORM – XV	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING
		16	FORM – XVI	FORMAT FOR INFORMATION REGARDING LITIGATION
		2	FORM-II	BID SECURITY DECLARATION
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		16	FORM –	FORMAT FOR INFORMATION

17	FORM – XVII	DECLARATION BY BIDDER
		17 A FORM – XVII PORT'S SPECIFIC REQUIREMENT
		18 FORM – XVIII GTTP COMPLIANCE DECLARATION
		19 FORM – XIX GTTP COMPLIANCE CERTIFICATE
		20 FORM – XX UNDERTAKING FROM SHIPYARD IN INDIA (OPTIONAL)
		21 FORM – XXI UNDERTAKING FROM ESS SUPPLIER (OPTIONAL)
		22 FORM – XXII UNDERTAKING FROM ELECTRICAL INTEGRATOR (OPTIONAL)
		23 FORM – XXIII UNDERTAKING FROM BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD & ELECTRICAL INTEGRATOR UPON SELECTION.
		24 FORM – XXIV FUEL CONSUMPTION AND SHORE POWER
25	FORM – XXV	DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS

XVI	REGARDING LITIGATION	
		17 FORM – XVII DECLARATION BY BIDDER
		17 A FORM – XVII PORT'S SPECIFIC REQUIREMENT
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24	FORM – XXIV	FUEL CONSUMPTION FOR DG SET, SHORE POWER AND FUEL CONSUMPTION FOR SUBSTITUTE TUG
		25 FORM – XXV DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS

Corrigendum - 37	Pg. No.40	<p>Clause No.12 Period of contract in Section 6</p> <p>Period of Contract is 15 (FIFTEEN) years. Extension if any at sole discretion of VOCPA at same terms and conditions subject to satisfactory performance.</p>	<p>Clause No.12 Period of contract in Section 6 to read as:</p> <p>The contract period is for 15 (Fifteen) years from the date of commencement of the contract. The contractor may be extended at the same rates and same terms & conditions of the existing contract, on mutual consent of the parties which shall be exercised 6 months prior to the expiry of the initial tender of contract.</p>																																										
Corrigendum-38	Pg. No. 82	<p>Form-XVII (Annexure-A): Ports Specific Requirement</p> <table><tr><th>Sl. No</th><th>Specification</th><th>Requirement by VOCPA</th></tr><tr><td>1.</td><td>Operating Profile</td><td>Berthing and unberthing of vessels in Port.</td></tr><tr><td>2.</td><td>Vessel Registration</td><td>River Sea /Indian Coastal Vessel/ Sea Going</td></tr><tr><td>3.</td><td>External Fi-Fi</td><td>Yes/ No</td></tr><tr><td>4.</td><td>AFT Towing Winch</td><td>Yes/ No</td></tr><tr><td>5.</td><td>Deck Crane, in addition to a rescue boat davit</td><td>Yes/ No</td></tr><tr><td>6.</td><td>Oil Spill Response (Dispersant arm & Containment boom)</td><td>Yes/ No</td></tr></table>	Sl. No	Specification	Requirement by VOCPA	1.	Operating Profile	Berthing and unberthing of vessels in Port.	2.	Vessel Registration	River Sea /Indian Coastal Vessel/ Sea Going	3.	External Fi-Fi	Yes/ No	4.	AFT Towing Winch	Yes/ No	5.	Deck Crane, in addition to a rescue boat davit	Yes/ No	6.	Oil Spill Response (Dispersant arm & Containment boom)	Yes/ No	<p>Form-XVII (Annexure-A): Ports Specific Requirement to read as:</p> <table><tr><th>Sl. No</th><th>Specification</th><th>Requirement by VOCPA</th></tr><tr><td>1.</td><td>Operating Profile</td><td>Berthing and unberthing of vessels in Port.</td></tr><tr><td>2.</td><td>Vessel Registration</td><td>River Sea /Indian Coastal Vessel/</td></tr><tr><td>3.</td><td>External Fi-Fi (optional)</td><td>Yes/ No</td></tr><tr><td>4.</td><td>AFT Towing Winch</td><td>Yes</td></tr><tr><td>5.</td><td>Deck Crane, in addition to a rescue boat davit (optional)</td><td>Yes/ No</td></tr><tr><td>6.</td><td>Oil Spill Response (Dispersant arm & Containment boom) (optional)</td><td>Yes/ No</td></tr></table>	Sl. No	Specification	Requirement by VOCPA	1.	Operating Profile	Berthing and unberthing of vessels in Port.	2.	Vessel Registration	River Sea /Indian Coastal Vessel/	3.	External Fi-Fi (optional)	Yes/ No	4.	AFT Towing Winch	Yes	5.	Deck Crane, in addition to a rescue boat davit (optional)	Yes/ No	6.	Oil Spill Response (Dispersant arm & Containment boom) (optional)	Yes/ No
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