

**e-TENDER No. MAR/TECH/Hiring 2 ASTDS 60T BP Tug/2025 dated 29/05/2025 e- TENDER ID NO. 2025 VOCPT 236551 TENDER FOR "Hiring of 2 Nos. 60T Bollard Pull and above new Indian built tug as per the ASTDS standard for a period of 07 years".**

### **PRE-BID CLARIFICATIONS**

Sl. No	Page No. in the tender document	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
1.	7	<b>Notice Inviting Tender (NIT)</b>  <b>Earnest Money Deposit as per Clause No. 2.6 (a) of ITB</b> ₹3,84,97,703/-	<p>Bidder being the owner of the e-tug and responsible for operation, maintenance and giving the ASTDS tug on charter to VOCPA for the port operation services, the VOCPA shall consider to reduce the EMD deposit amount. Even the 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><b>The VOCPA shall consider to amend the EMD as follows.</b>  <b>"Earnest Money Deposit as per Clause No. 2.6 (a) of ITB - ₹ 1,00,00,000.00/-"</b></p>	<b>Tender condition prevails</b>
2.	9	<b>Minimum Qualification criteria of the bidders (MQC) -</b> <b>1.1) Average Annual Financial Turnover:</b>  Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least <b>₹48,93,77,582/-</b>	<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.</p> <p>"The average annual financial turnover of the Bidder over the past three years ending 31st March of previous financial year should not be</p>	<b>Tender condition prevails</b>

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			<p>less than <b>Rs. 12.74/25.48 (One/Two tugs) Crores</b> excluding GST,". The JNPT tender document is attached for reference.</p> <p><b>The VOCPA shall consider to amend the wordings as follows.</b></p> <p><b>Minimum Qualification criteria of the bidders (MQC)</b>  <b>1.1) Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹35,00,00,000/-</b></p>	
3.	9	<p><b>Minimum Qualification criteria of the bidders (MQC) -</b></p> <p>1.2). The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:</p> <ul style="list-style-type: none"> <li>One similar completed work costing not less than (OR) <b>₹130,50,06,885/- excluding GST</b></li> <li>Two similar completed works each costing not less than (OR) <b>₹81,56,29,303/--excluding GST</b></li> </ul>	<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 &amp; JNPT tender document are attached for reference.</p> <p><b>The VOCPA shall consider to amend the wordings as follows</b></p> <p><b>Minimum Qualification criteria of the bidders (MQC) -1.2).</b></p> <p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month</p>	<b>Tender condition prevails</b>

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		<ul style="list-style-type: none"> <li>Three similar completed works each costing not less than <b>₹65,25,03,442/- excluding GST</b></li> </ul>	<p>previous to the one in which tenders are invited, should be either of the following:</p> <p><b>One similar completed work costing not less than (OR) ₹20,00,00,000/-excluding GST</b></p> <p><b>Two similar completed works each costing not less than (OR) ₹15,00,00,000/--excluding GST</b></p> <p><b>Three similar completed works each costing not less than ₹10,00,00,000/- excluding GST</b></p>	
4	17	<p><b>Clause 2.16 Technical Bid of ITB:</b></p> <p><b>20. MOU / Charter Hire Agreement:</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of submission of bid, the bidder should submit a Charter Hire Agreement with the owner of the Tug/MOU with the Shipyard for construction of the Tug as per <b>Clause No. 32 of GCC.</b></p>	<p>However, VOCPA shall consider, to submit this MOU/Charter hire Agreement after awarding the LOA to the L1 Bidder with a time line of 30 days from the date of issuing the LOA.</p> <p><b>The VOCPA shall consider to remove this from the section 2.16 Technical Bid submission documents and add separately</b></p>	<b>Tender condition prevails</b>
5	17	<p><b>Clause 2.16 Technical Bid of ITB:</b></p> <p><b>21. Approved GA PLAN of ASTDS Tug from Shipyard</b></p>	<p>However, VOCPA shall consider, to submit this GA PLAN of ASTDS Tug from shipyard after awarding the LOA to the L1 Bidder with a time line of 30 days from the date of issuing the LOA.</p> <p><b>The VOCPA shall consider to remove this from the section 2.16 Technical Bid submission documents and add separately</b></p>	<b>Tender condition prevails</b>

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6	34-35	<p><b>31. SUBSTITUTE TUG (for the commencement of the contract) of ITB:</b></p> <p>The Charter Hire rate per day for Substitute tug to be as follows:</p> <p>In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.</p> <p>Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).</p>	<p>However, VOCPA shall consider for 100% daily hire rate for the substitute tug.</p> <p><b>The VOCPA shall consider to amend the wordings as follows.</b></p> <p><b>The Charter Hire rate per day for the Substitute tug to be as follows:</b></p> <p>In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.</p> <p>Daily Charter hire rate for the same tug shall be fixed at 100 % of the quoted rate in BOQ (Price bid).</p>	<p><b>Tender condition prevails with the amendment referred in Corrigendum 2</b></p>
7	35	<p><b>32) MOU / CHARTER HIRE AGREEMENT in case of not owning the ASTDS Tug</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of submission of bid, the bidder should submit Charter Hire Agreement for hiring/MOU with the shipyard for construction of the ASTDS Tug. The Charter Hire Agreement/MOU should be submitted along with Technical bid in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that "The Tug is hired/constructed or will be constructed exclusively for VOCPA".</p>	<p>However, VOCPA shall consider, to submit this MOU/Charter hire Agreement after awarding the LOA to the L1 Bidder with a time line of 30 days from the date of issuing the LOA.</p> <p><b>The VOCPA shall consider to amend the wordings as follows.</b></p> <p><b>32) MOU / CHARTER HIRE AGREEMENT in case of not owning the ASTDS Tug.</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of ISSUING the LOA, the bidder should submit Charter Hire Agreement for hiring/MOU with the shipyard for construction of the ASTDS Tug within 30 days of issuing the LOA. The Charter Hire Agreement/MOU should be submitted in a non-judicial stamp paper (₹100)</p>	<p><b>Please refer Corrigendum - 5</b></p>

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			duly signed by both the bidder and the concern party mentioning that "The Tug is hired/constructed or will be constructed exclusively for VOCPA".	
8	37	<b>38) OFFICE SPACE of ITB:</b>  The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates	<p>However, VOCPA shall consider, to provide office space of 500 sq feet @ free of cost.</p> <p><b>The VOCPA shall consider to amend the wordings as follows.</b></p> <p>38) OFFICE SPACE - The Port will provide office space if available inside wharf area on free of charge</p>	<b>Tender condition prevails</b>
9	45	<b>54) PRICE BID EVALUATION:</b>  The bidder has to declare the fuel consumption per hour (Y) of Tug at 100 % MCR (Maximum Continuous Rating) in Annexure-8. The bidder have to submit ENGINE MANUFACTURER'S DATA (shop trial) authenticating their quoted fuel consumption @100% MCR for both Main engine & Auxiliary engine.	<p>However, VOCPA shall consider, to remove the requirement of submission of engine manufacturers shop trial data, since the bidder can't submit the data without placing the order to the engine manufacturer.</p> <p><b>The VOCPA shall consider to amend the wordings as follows.</b></p> <p><b>54) PRICE BID EVALUATION:</b></p> <p>The bidder has to declare the fuel consumption per hour (Y) of Tug at 100 % MCR (Maximum Continuous Rating) in Annexure-8. The L1 bidder have to submit ENGINE MANUFACTURER'S DATA (shop trial), authenticating their quoted fuel consumption @100% MCR for both Main engine &amp; Auxiliary engine within 30 days of issuing the LOA</p>	<b>Tender condition prevails</b>

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10	8	<b>12) Date of closing of e-Tender for submission of Bid. - 23/06/2025 @ 1500 hours</b>	However, VOCPA shall consider to extend the last date of bid submission by 20 days after releasing the corrigendum for the pre-bid queries. The VOCPA shall consider to extend the date as follows. 12) Date of closing of e-Tender for submission of Bid. - 15/07/2025 @ 1500 hours	Date of closing of e-Tender for submission of Bid - <b>07/08/2025 @1500hrs.</b> Date & Time of opening of Technical Bid – <b>08/08/2025 @1530hrs.</b>
11	71	<p><b>Pre-Contract Integrity Pact: 7.0 Fall Clause</b></p> <p>7.1 The BIDDER undertakes that it has not performed/is not performing similar project at a price lower than that offered in the present bid in respect of any other Ministry/Department of the Government of India or PSU and if it is found at any stage that similar project was performed by the BIDDER in any other Ministry/Department of the Government of India or a PSU at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER to the 'BUYER/EMPLOYER', if the contract has already been concluded.</p>	<p>We are of the opinion that the stated clause is not applicable to tenders for hiring of Vessels and should be entirely removed for the following reasons:</p> <p><b>A. No two Tugboats are similar – Technical Specification:</b> As you are aware, the cost of acquisition of Tugboats is primarily dependent on the specification of Tugboat. Ex: One Tugboat fitted with aft winch and another Tugboat equipped with aft towing hook will have differential cost of Tug. As the cost of acquisition differs, the daily charter hire for Tugboats may vary for different Tugs.</p> <p><b>B. Forex Fluctuations:</b> A major part of the Tug construction cost is linked to USD. With the depreciating INR against USD, the cost of acquisition might vary at different point of time even though the capacity and specification of the Tug remains the same. The daily Charter hire rate is directly dependent on the Cost of Acquisition.</p> <p>Further, most of the spare parts of these high-capacity Tugboats are imported from OEM located Overseas. The fluctuation of Indian Rupee against Major currencies plays an important role in the cost of Repair &amp; maintenance of Tug boats. In recent times, the Rupee</p>	<b>Tender condition prevails</b>

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			<p>depreciation against US Dollar has significantly increased the R&amp;M cost of these Tugboats.</p> <p><b>D. Mobilization cost</b>  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. Most recently Jawaharlal Nehru Port Authority amended the Integrity Pact in their Tender (Ref. No. JNP/DC/60T BP TUG /2022) with deletion of the Fall Clause Section.  The same clause was also removed in one of the recent Tenders of MPA (Tender No. DC/S (18)/2024/2), floated in July 2024.</p> <p><b>We request you to kindly remove this clause from the integrity pact.</b></p>	
12	19	iii. Tenders of bidders having <b>Litigation against VOCPA will not be considered.</b>	<p>We draw your attention to this clause which is not only restrictive for the Bidders who are interested in participating in this Tender and also unfair for the following reasons:</p> <p>1) This clause should apply only in cases of litigation initiated by VOCPA for non-performance of the contractor/bidder.</p> <p>Please clarify</p> <p>In general, the Major Ports only restrict the Bidders who have been black listed, debarred due to their non-performance in any other contract.</p>	<b>Please refer Corrigendum - 4</b>

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			<p>2) Arbitration / Approaching the court of law is one of the dispute resolution mechanisms allowed in the Tender documents/ contract agreements of the Port and this is a right available both to the Port and the Bidder/ contractor in case any of dispute real or perceived injustice.</p> <p>If the Port does not allow the Bidder/ contractor to participate in its future tenders for approaching the court of law, then this would be tantamount to disallowing fundamental right to access justice even in the case of injustice.</p> <p>Keeping the above in view, we request removal of this clause and instead, a list of litigations in which Bidder is involved shall be furnished by the Bidders with an undertaking that outcome of none of the litigations will hamper/ impact the performance of this contract.</p> <p>Kindly consider and confirm.</p>	
13	31-32	<p><b>General Conditions of Contract (GCC); Clause 30</b></p> <p><b>REQUIREMENTS OF 60T BP NEW INDIAN BUILT TUG AS PER ASTDS; sub clause 6 Bollard Pull</b></p> <p>Bollard Pull test shall be carried out every two years with a window period of + 3 months from the date of last issued certificate. Bollard Pull test shall be at the cost of the contractor in the presence of the IACS Classification Society Surveyor and Port Representative within the Port premises. Bollard and Berth will be given</p>	<p>(1) If the bollard pull test is carried out at the request of Port and the Tug successfully delivers the required Bollard Pull, <b>the cost towards bollard pull test shall be borne by the Port.</b></p> <p>(2) During all such bollard pull tests, the Tug shall be considered on hire.</p> <p>(3) Kindly consider the Bollard Pull test at the time of every dry docking.</p> <p>Kindly consider.</p>	<b>Please refer corrigendum - 7</b>



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		free of cost, however the expenses towards arrangement of Surveyor and the gadgets required or any other costs involved for the test would be on contractor's account.		
14	28	<b>19 Performance Security</b>  <b>19.1</b> Performance Security should be 5 % of Total Contract value + GST and 5% of the total contract price will be deducted as Security Deposit (Retention amount) by deducting 10% of each monthly running bill to a maximum of 5% of Total Contract value.....	<p>We request the Port, that the bidder be given an option to submit the entire Performance security at <b>10% of total contract value + GST</b> in the form of Bank Guarantee. If contractor submit PBG of 10% of total contract value + GST then deduction from the running bill won't be applicable. Kindly consider.</p>	<b>Please refer Corrigendum -1</b>
15	76 & 66	<b>Beneficiary of the EMD</b> Name of Payee: The FA & CAO, VOCPA, Tuticorin. Beneficiary: Board of members of the V. O. Chidambaranar Port Authority, Tuticorin,	<p>There is an ambiguity regarding beneficiary name for EMD.</p> <p>We request the Port to confirm and clarify the beneficiary's name for the issuance of Bank Guarantee EMD.</p>	<p><b>For remitting EMD, Name of the payee will be FA&amp;CAO and in the Specimen Bank Guarantee form for EMD, Beneficiary will be Board of Members of the V. O. Chidambaranar Port Authority, Tuticorin.</b></p> <p><b>Hence, tender condition prevails.</b></p>

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16.	34	<p><b>Clause 31: SUBSTITUTE TUG (for the commencement of contract)</b></p> <p>In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not deployed within 18 months, then the bidder will be allowed to provide Substitute Tug after 18 months to commence the contract till the deployment of the new-built 60T Bollard Pull ASTDS Tug. Substitute Tug shall be 60T Bollard Pull capacity.</p>	We request you to kindly clarify the <b>age of the front runner / initial substitute tug.</b>	<b>Please refer corrigendum -2</b>
17.	35	<p><b>Clause 31: MOU / CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug</b></p> <p>In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug/MOU with the Shipyard for the construction of the Tug as per Clause No. 31 of GCC.</p>	We understand that specification and certificates of the front runner tug / initial substitute tug shall be submitted closer to the date of commencement, not at the time of technical bid submission. Kindly confirm.	<b>Please refer corrigendum -2</b>
18.	35	<p><b>Clause 32: MOU / CHARTER HIRE AGREEMENT in case of not owning the ASTDS Tug</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of submission of bid, the bidder should submit Charter Hire Agreement for hiring/MOU with the shipyard for construction of the ASTDS Tug. The Charter Hire Agreement/MOU should be submitted along with Technical bid in a non-judicial stamp paper (₹100) duly signed by</p>	We understand that Bidders offering a Tug which is yet to be constructed and/or a Tug boat which is already under construction, in both cases, an MOU with shipyard will be submitted at the time of technical bid submission. Kindly confirm.	<b>Please refer corrigendum - 5</b>

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		both the bidder and the concern party mentioning that "The Tug is hired/constructed or will be constructed exclusively for VOCPA"		
19.	41	<p><b>Clause 50: SUBSTITUTE TUG (during the contract period AFTER SUPPLY of Main ASTDS Tug)</b></p> <p>The contractor shall provide a substitute tug of Suitable type and capacity or higher (as per clause No. 30 TUG REQUIREMENT in GCC) from 7th day onwards, whenever the Main Tug is not available beyond its accumulated allocated downtime of 6 days.</p>	<p>Keeping in mind that not many ASTDS tugs are available in the market for fulfilling short term Substitution requirement (less than 60 days), we request that Indian flag tugs shall be accepted for deployment without any deductions. Kindly confirm.</p>	<b>Please refer Corrigendum-3</b>
20.	41	<p>The contractor can avail a maximum accumulated down time up to 6 days at any point of time during the currency of the contract to carry out any work/repair. If the down time exceeds 6 days, the contractor shall provide substitute tug of Suitable type and capacity or higher (as per tender requirements) for operation from the 7th day on his own account.</p>	<p>We request you to kindly allow the bidder to avail a maximum downtime up to 12 days at a stretch. Please note that many of the breakdowns would require a lead period of 7-8 days for mobilization of spare and technician from OEM and a substitute tug needs to be freed from other operations and mobilize to your Port which is expected to take not less than 12 days. Kindly consider.</p>	<b>Please refer corrigendum -8</b>
21.	13	<p><b>2.6(b)</b> EMD in the form of Bank Guarantee (as per Form -3) 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 co-operative bank)</p>	<p>As per clause 2.6 (b), we understand that the EMD (BG) will be valid for a period of 6 months from bid submission date and have a claim period of 3 months.</p> <p>In view of above, we request that the clause no. (a) ii in EMD (BG) format should be amended as</p>	<b>Please refer Corrigendum - 6</b>

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	66	<p>having its branch in Tuticorin and encashable at Tuticorin.</p> <p><b>Form -3 Specimen Bank Guarantee Form for EMD:</b> This guarantee will expire unless other wise extended or informed by the Employer/ Board: if the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer; or (a) if the Tenderer is not the successful Tenderer, upon the earlier of (i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or <b>(ii) 3 months after the expiration of the Tenderer's Tender validity (6 months) or any extended period thereof.</b></p>	<p>below as the same is not correct (as per this clause validity of BG is 9 months):</p> <p><b>Quote:</b></p> <p>(ii) 6 months after the bid submission <del>expiration of the Tenderer's Tender validity (6 months)</del> or any extended period thereof.</p> <p>Unquote</p>	
22		<b>Additional Query</b>	We request the Port to provide at least 15 days for submission from the date of issuance of final clarification.	Date of closing of e-Tender for submission of Bid - <b>07/08/2025 @1500hrs.</b> Date & Time of opening of Technical Bid – <b>08/08/2025 @1530hrs.</b>
23	9	<p><b>NIT Clause 1.2</b> The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State</p>	The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Terminal associated with Port during last 07	<b>Tender condition prevails</b>

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		Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following: 1. One similar completed work costing not less than : Rs. 130,50,06,885/- OR 2. Two similar completed works each costing not less than: Rs. 81,56,29,303/- OR 3. Three similar completed works each costing not less than: Rs. 65,25,03,442/-	(SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following: 1. One similar completed work costing not less than : <b>Rs. 18,64,29,555/- (i.e 80% of Annual Estimated Cost)</b> OR 2. Two similar completed works each costing not less than: <b>Rs. 11,65,18,472/- (i.e 50% of Annual Estimated Cost)</b> OR 3. Three similar completed works each costing not less than: <b>Rs. 9,32,14,777/-(i.e 40% of Annual Estimated Cost)</b>	
24	NIT Clause:1.2 Page No.9	The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following: 1. One similar completed work costing not less than : Rs. 130,50,06,885/-  OR 2. Two similar completed works each costing not less than: Rs. 81,56,29,303/-  OR	The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following: 1. One similar completed work costing not less than: <b>Rs. 130,50,06,885/- for bidding in 2-Tugs and Rs.65,25,03,442/- for bidding in 1-tug.</b>  OR 2. Two similar completed works each costing not less than: <b>Rs. 81,56,29,303/- for bidding in 2-Tugs and Rs.40,78,14,651/-for bidding in 1-tug.</b>  OR	<b>Tender condition prevails</b>

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		3. Three similar completed works each costing not less than: Rs. 65,25,03,442/-	3. Three similar completed works each costing not less than: <b>Rs. 65, 25, 03,442/- for bidding in 2-Tugs and Rs.32,62,51,721/- for bidding in 1-tug.</b>	
25		<p>Notice Inviting Tender 1.1 Minimum Qualification Criterial of the Bidders (MQC):</p> <p>Financial Standing and Experience in terms of successful completion of similar works.</p>	<p>Financial Standing and past Experience (Last 7 years) have been found to be framed on the basis of Total estimated cost of Rs. 163,12,58,606/- covering the entire 07 years.</p> <p>However, the other Ports for their GTTP Tug and ASTDS Tug have framed the Financial and Past Experience criteria on annual estimated value of the contract.</p> <p>Being a Major Port Authority governed by the same Administrative Mechanism VOCPA may consider reframing the eligibility criteria of this tender on the basis of annual estimated value of the contract line other Ports. Such reframing of eligibility criteria will enlarge the ambit of participation encouraging competition.</p>	<b>Tender condition prevails</b>
26		Notice Inviting Tender (NIT) The Last date of submission of bid	The last date of submission of the bid may be extended till 15/07/2025.	<p>Date of closing of e-Tender for submission of Bid - <b>07/08/2025 @1500hrs.</b></p> <p>Date &amp; Time of opening of Technical Bid – <b>08/08/2025 @1530hrs.</b></p>
27	9	<p><b>1.2 Minimum Qualification Criteria of the bidders (MQC):</b></p> <p>The BIDDER shall have SUCCESSFULLY COMPLETED Similar Works in India DIRECTLY (JV / Subcontract work will not be considered for</p>	It is requested that work experience of Sub contractors be accepted along with direct contractors, giving scope for participation by MSMEs and other eligible, efficient industry players but who might not have direct contract with the Govt./PSUs/ Port Terminals. Please	<b>Tender condition prevails</b>

Sl. No	Page No. in the tender document	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
		Pre-Qualification) to Govt. Port / Private Port / Central Govt. / State Govt. / PSUs / Private Terminal associated with Port during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following: One similar completed work costing not less than ₹130,50,06,885/- excluding GST(OR) Two similar completed works each costing not less than ₹81,56,29,303/- excluding GST (OR) Three similar completed works each costing not less than ₹65,25,03,442/- excluding GST.	kindly clarify the reason for excluding sub contractors in this tender. It is further requested that the work completion value be computed as a percentage of the annual contract value and not the total estimated cost of tender for seven years.	
28	10	Completed portion of ongoing contract will be considered till last day of the month previous to the one in which tenders are invited. The Bidder shall submit SATISFACTORY WORK PROGRESS / PERFORMANCE CERTIFICATE for the completed period of contract from its client stating the executed value of contract excluding GST and Fuel Cost.	If the bidder executes a turn key contract which includes fuel cost and vessel hire, please clarify on how do you want us to separate the both in total contract value certified in work completion by the client.	<b>Tender condition prevails</b>
29	11	<b>2.2 Tender submission of Instructions to Bidders (ITB):</b> Technical Bid shall contain all the documents as per Clause 2.16 of ITB. The proof of payments made towards EMD (receipt of NEFT / RTGS) to be submitted along with technical bid. 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	It is requested to provide time to submit the original EMD form within 7 days from date of submission of technical bid.	<b>Tender condition prevails</b>



Sl. No	Page No. in the tender document	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
		copy) for the same shall be submitted prior to cut off date and time of Technical Bid opening.		
30	12	<p><b>2.6 (a) Earnest Money Deposit of Instructions to Bidders (ITB):</b></p> <p>The tender shall be accompanied by Earnest Money Deposit of ₹3,84,97,703/- in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of the Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin or payment online in an acceptable form, which is stipulated in the tender.</p>	It is requested that the EMD be computed as a percent of annual contract value for the two tugs instead of total contract value which will reduce the EMD to INR 46.60 lakhs in place of INR 3.85 Crores	<b>Tender condition prevails</b>
31	15	<p><b>2.16 Technical Bid (1) Earnest Money Deposit of Instructions to Bidders (ITB)</b></p> <p>EMD Earnest Money Deposit (Refer Clause No.2.6 of ITB): The tender shall be accompanied by EMD of ₹3,84,97,703/- through RTGS / NEFT / SBI collect / Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, which is stipulated in the tender. The tender not accompanied with EMD shall be treated as invalid and rejected summarily. If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted prior to cut off date and time of Technical Bid opening.</p>	<p>It is requested that the EMD be computed as a percent of annual contract value for the two tugs instead of total contract value which will reduce the EMD to INR 46.60 lakhs in place of INR 3.85 Crores.</p> <p>It is further requested to provide time to submit the original EMD form within 7 days from date of submission of technical bid.</p>	<b>Tender condition prevails</b>



Sl. No	Page No. in the tender document	Tender Clause and Description	Clarification Sought by firm	VOCPA reply
32	17	<b>2.16 (21) Instructions to Bidders (ITB)</b> The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages. <b>Approved GA PLAN of ASTDS Tug from Shipyard</b>	As new built tugs are required, it is difficult for bidder to obtain approved GA plan in a short notice. And also as the bidder shall initiate the plan preparation and approval process only after securing the LOA from tenderer, it is requested that this rule be modified to "Submission of GA plan of ASTDS Tug from the Shipyard", after removing the word "approved".	<b>Tender condition prevails</b>
33	28	<b>19.1 PERFORMANCE SECURITY of GENERAL CONDITIONS OF CONTRACT (GCC)</b> Performance Security should be 5 % of Total Contract value + GST and 5% of the total contract price will be deducted as Security Deposit (Retention amount) by deducting 10% of each monthly running bill to a maximum of 5% of Total Contract value.	Request to consider performance bank guarantee computation of 10% on ANNUAL CONTRACT VALUE instead of TOTAL CONTRACT VALUE.	<b>Please refer corrigendum -1 and Clause No. 19 of GCC.</b>
34	29	<b>23 PAYMENT (a) &amp; 23 (e) GENERAL CONDITIONS OF CONTRACT (GCC)</b> The monthly bill in complete shape i.e. Applicable SPF, crew list, monthly reports and salary details paid to the staff etc. is to be submitted to the office of the Deputy Conservator and payment will be made within 30 days from the date of submission of bill. <b>NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.</b>	It is mentioned that Contractor is not eligible to claim any compensation or interest for delayed payment. It is requested that the delay in payment be capped to a maximum of 21 days beyond the 30 days from date of submission of invoice, as this monthly hire will be the main source to pay the crew salaries, tug's operational expenses, EMIs and GST liabilities and it is difficult to afford continued delay in clearance of the bills.	<b>Tender condition prevails</b>

**CORRIGENDUM**

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
Corrigendum- 1	28-29	<p><b>Clause No. 19.1 of GCC PERFORMANCE SECURITY</b></p> <p>Performance Security should be 5 % of Total Contract value + GST and 5% of the total contract price will be deducted as Security Deposit (Retention amount) by deducting 10% of each monthly running bill to a maximum of 5% of Total Contract value. Performance Security should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin or payment online in an acceptable form within 28 days of issue of Work Order. Bank Guarantee as per Format given in Form -2 with a validity of One year and claim period of 3 months. However, the Bank Guarantee will have to be extended every year till completion of contract with a claim period of 3 months. Contractor has to renew the BG well in advance to avoid penalty / encashment.</p> <p>The BG with a validity of 7 years with a claim period of 3 months can also be submitted.</p>	<p><b>Clause No. 19.1 of GCC PERFORMANCE SECURITY to be read as:</b></p> <p>Performance Security should be 5 % of Total Contract value + GST and 5% of the total contract price will be deducted as Security Deposit (Retention amount) by deducting 10% of each monthly running bill to a maximum of 5% of Total Contract value.</p> <p>(or)</p> <p><b>The Performance Security shall be submitted at 10% of total contract value plus GST.</b></p> <p>Performance Security should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin or payment online in an acceptable form within 28 days of issue of Work Order.</p> <p>Bank Guarantee as per Format given in Form -2 with a validity of One year and claim period of 3 months. However, the Bank Guarantee will have to be extended every year till completion of contract with a claim period of 3 months. Contractor has to renew the BG well in advance to avoid penalty / encashment.</p> <p>The BG with a validity of 7 years with a claim period of 3 months can also be submitted.</p> <p><b>The other clauses (19.2 to 19.6) remain unaltered.</b></p>

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued				
Corrigendum -2	34-35	<p><b>Clause No. 31 of GCC SUBSTITUTE TUG (for the commencement of contract)</b></p> <p>In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not deployed within 18 months, then the bidder will be allowed to provide Substitute Tug after 18 months to commence the contract till the deployment of the new-built 60T Bollard Pull ASTDS Tug. Substitute Tug shall be 60T Bollard Pull capacity.</p> <p>Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 60 days only from the date &amp; time tugs are deployed and failure to deploy the originally offered tugs (new-built 60T Bollard Pull ASTDS Tug) within 60 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.</p> <p><b>The Charter Hire rate per day for Substitute tug to be as follows:</b></p> <table><tr><td>In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.</td><td>Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).</td></tr></table>	In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).	<p><b>Clause No. 31 of GCC SUBSTITUTE TUG (for the commencement of contract) to read as:</b></p> <p>In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not deployed within 18 months, then the bidder will be allowed to provide Substitute Tug after 18 months <b>to commence the contract immediately</b>. Substitute Tug shall be 60T Bollard Pull capacity.</p> <p>Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 60 days only from the date &amp; time tugs are deployed and failure to deploy the originally offered tugs (new-built 60T Bollard Pull ASTDS Tug) within 60 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.</p> <p><b>The Charter Hire rate per day for Substitute tug to be as follows</b></p> <table><tr><td>In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.</td><td>Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).</td></tr></table>	In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).
		In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).				
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Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
		<p><i>If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in Annexure-8, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.</i></p> <p><b>MOU / CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug</b></p> <p>In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug/MOU with the Shipyard for the construction of the Tug as per <b>Clause No. 31 of GCC.</b></p>	<p><i>If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in Annexure-8, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.</i></p> <p><b>CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug</b></p> <p>In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug as per <b>Clause No. 31 of GCC.</b></p> <p><b>The required certificates (i.e., Charter Hire Agreement with the owner of the Substitute Tug, Approved GA Plan, Class Certificate, Registration certificate, Bollard pull certificate, Insurance, Mooring rope test certificate Fuel consumption of Main engine and DG set @100% MCR in Annexure-8 etc,. should be submitted at the time of commencement of the contract.</b></p> <p><b>The substitute tug shall be not more than 18 years at the time of deployment.</b></p>

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued		
Corrigendum -3	41	<p><b>Clause No. 50 of GCC SUBSTITUTE TUG (during the contract period AFTER SUPPLY of Main ASTDS Tug)</b></p> <p>The contractor shall provide a substitute tug of <b>Suitable type and capacity or higher</b> (as per clause No. 30 TUG REQUIREMENT in GCC) from <b>7th day</b> onwards, whenever the Main Tug is not available beyond its accumulated allocated downtime of <b>6 days</b>.</p>	<p><b>Clause No. 50 of GCC SUBSTITUTE TUG (during the contract period AFTER SUPPLY of Main ASTDS Tug) to read as:</b></p> <p>The contractor shall provide a substitute tug from the <b>13<sup>th</sup> day</b> onwards, whenever the Main Tug is not available beyond its accumulated allocated downtime of <b>12 days</b>.</p> <p><b>The Charter Hire rate per day for Substitute tug to be as follows:</b></p> <table border="1"><tr><td>In case the successful bidder supplies a <b>60 T Bollard Pull</b> substitute tug till deployment of the new built Tug, to commence the contract.</td><td>Daily Charter hire rate for the same tug shall be fixed at <b>75 % of the quoted rate</b> in BOQ (Price bid).</td></tr></table> <p>If the fuel consumption of the <b>substitute tug</b> is found above the declared consumption of offered tug as in <b>Annexure-8</b>, the Port would recover the cost towards the excess consumption of fuel from the <b>monthly bills</b>, as per fuel rates prevailing at that time.</p>	In case the successful bidder supplies a <b>60 T Bollard Pull</b> substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at <b>75 % of the quoted rate</b> in BOQ (Price bid).
In case the successful bidder supplies a <b>60 T Bollard Pull</b> substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at <b>75 % of the quoted rate</b> in BOQ (Price bid).				

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
			<p><b>CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug</b>  In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug as per Clause No. 31 of GCC.</p> <p>The required certificates (i.e., Charter Hire Agreement with the owner of the Substitute Tug, Approved GA Plan, Class Certificate, Registration certificate, Bollard pull certificate, Insurance, Mooring rope test certificate to be submitted at the time of deployment.</p> <p>The substitute tug shall be not more than 18 years at the time of deployment.</p>
Corrigendum - 4	19	<p><b>Clause No. 2.20 of ITB DISQUALIFICATION</b>  Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:</p> <p>i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;</p>	<p><b>Clause No. 2.20 of ITB DISQUALIFICATION to be read as:</b>  Even if an applicant meets the eligibility criteria and MQC, he shall be subject to disqualification if he is found to have:</p> <p>i. made misleading or false representations in the forms, statements, affidavits and attachments submitted in proof of the qualification requirements; and/ or;</p> <p>ii. Records of poor performance during the last five years, as on the date of application, such as</p>

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
		<p>ii. Records of poor performance during the last five years, as on the date of application, such as abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;</p> <p>iii. Tenders of bidders having <b>Litigation against VOCPA</b> will not be considered.</p>	<p>abandoning the work, rescission of the contract for reasons which are attributable to non-performance of the contractor, inordinate delays in completion, or financial failure due to bankruptcy, and so on. The rescission of a contract of venture JV on account of reasons other than non-performance, such as the most experienced partner (major partner) of JV pulling out;</p>
Corrigendum- 5	35	<p><b>Clause No. 32 of GCC MOU / CHARTER HIRE AGREEMENT in case of not owning the ASTDS Tug</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of submission of bid, the bidder should submit Charter Hire Agreement for hiring/MOU with the shipyard for construction of the ASTDS Tug. The Charter Hire Agreement/MOU should be submitted along with Technical bid in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that “The Tug is hired/ constructed or will be constructed exclusively for VOCPA”</p>	<p><b>Clause No. 32 of GCC MOU / CHARTER HIRE AGREEMENT in case of not owning the ASTDS Tug to be read as:</b></p> <p>In case the bidder does not own the ASTDS Tug at the time of submission of bid, <b>and Bidders offering a Tug which is yet to be constructed or a Tugboat which is already under construction, then the bidder should submit MOU with the shipyard for construction of the ASTDS Tug / Charter Hire Agreement for hiring from the owner. The MOU/Charter Hire Agreement</b> should be submitted along with Technical bid in a non-judicial stamp paper (₹100) duly signed by both the bidder and the concern party mentioning that <b>“The Tug is hired/ constructed or will be constructed exclusively for VOCPA”</b>.</p>

<b>Corrigendum-6</b>	<p><b>Form -3 Specimen Bank Guarantee Form for EMD to read as:</b></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: <i>Board of the Members of the V. O. Chidambaranar Port Authority, Tuticorin,</i></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).</p> <p>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><b>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</b></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>
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(i) our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or

(ii) **EMD in the form of Bank Guarantee shall have a validity period of 06 months and claim period of 03 months.**

“Notwithstanding anything contained herein:

**a)** Our liability under this Bank Guarantee shall not exceed ₹\_\_\_\_\_ (Rupees\_\_\_\_\_ only);

**b)** This Bank Guarantee shall be valid upto \_\_\_\_\_; and

**c)** We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of Guarantee).”

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

*[signature(s)]*

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

Corrigendum	Page No. of tender document	Existing Section & Clause in the tender document.	Corrigendum to be issued
Corrigendum- 7	31-32	<p><b>General Conditions of Contract (GCC); Clause 30</b></p> <p><b>REQUIREMENTS OF 60T BP NEW INDIAN BUILT TUG AS PER ASTDS; sub clause 6 Bollard Pull</b></p> <p>Bollard Pull test shall be carried out every two years with a window period of + 3 months from the date of last issued certificate. Bollard Pull test shall be at the cost of the contractor in the presence of the IACS Classification Society Surveyor and Port Representative within the Port premises. Bollard and Berth will be given free of cost, however the expenses towards arrangement of Surveyor and the gadgets required or any other costs involved for the test would be on contractor's account.</p>	<p><b>General Conditions of Contract (GCC); Clause 30</b></p> <p><b>REQUIREMENTS OF 60T BP NEW INDIAN BUILT TUG AS PER ASTDS; sub clause 6 Bollard Pull</b></p> <p>Bollard Pull test shall be carried out every two years with a window period of + 3 months from the date of last issued certificate. <b>The cost towards bollard pull test shall be borne by the contractor</b> in the presence of the IACS Classification Society Surveyor and Port Representative within the Port premises. Bollard and Berth will be given free of cost, however the expenses towards arrangement of Surveyor and the gadgets required or any other costs involved for the test would be on contractor's account.</p> <p>If the bollard pull test is carried out at the request of Port apart from above mandatory requirements and the Tug successfully delivers the required Bollard Pull; <b>the cost towards bollard pull test (Classification society surveyor charges) shall be borne by the Port. In the event, tug fails to deliver the required Bollard Pull; the cost towards bollard pull test shall be borne by the contractor and appropriate penalty shall be levied as per the tender terms.</b></p>

Corrigendum – 8	41	<p><b>CLAUSE NO. 49 OF GCC DOWNTIME</b></p> <p>The contractor shall be allowed a down time of <b>one day</b> for each month of service during the currency of the contract for the upkeep of the tug. The downtime of <b>12 days</b> will be credited in the beginning of each <b>contractual year</b>. The contractor can avail a maximum accumulated down time up to <b>6 days</b> at any point of time during the currency of the contract to carry out any work/repair. If the down time exceeds <b>6 days</b>, the contractor shall provide substitute tug of <b>Suitable type and capacity or higher</b> (as per tender requirements) for operation from the <b>7th day</b> on his own account. Daily hire charges for down time period shall be paid and at any time, if the contract is terminated / closed downtime shall be computed on pro-rata basis. If excess is given shall be recovered.</p>	<p><b>Clause No. 49 of GCC DOWN TIME to be read as:</b></p> <p>The contractor shall be allowed a down time of <b>one day</b> for each month of service during the currency of the contract for the upkeep of the tug. The downtime of <b>12 days</b> will be credited in the beginning of each <b>contractual year</b>. The contractor can avail a maximum accumulated down time up to <b>12 days</b> at any point of time during the currency of the contract to carry out any work/repair. If the downtime exceeds <b>12 days</b>, the contractor shall provide substitute tug of <b>Suitable type and capacity or higher</b> (as per tender requirements) for operation from the <b>13<sup>th</sup> day</b> on his own account. Daily hire charges for down time period shall be paid and at any time, if the contract is terminated / closed downtime shall be computed on pro-rata basis. If excess is given shall be recovered.</p>
Corrigendum-9	42-43	<p><b>Clause No. 51 (B) of GCCPENALTY FOR NON-AVAILABILITY OF TUG DURING CONTRACT</b></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 <b>Clause no. 31 of GCC</b>) from <b>7th day</b> onwards, whenever the Tug is not available beyond its accumulated down time of <b>6 days</b>.</p>	<p><b>Clause No. 51 (B) of PENALTY FOR NON AVAILABILITY OF TUG DURING CONTRACT to read as:</b></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 <b>Clause no. 31 of GCC</b>) from <b>13<sup>th</sup> day</b> onwards, whenever the Tug is not available beyond its accumulated down time of <b>12 days</b>.</p>

If substitute tug as per **Clause No. 31 of GCC** is not provided after availing **6 days** of down time, penalty as follows will be imposed.

1 to 7 days	40 % of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
8 to 14 days	50% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
15 to 30 days	100% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day

- 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 considered as **2 hours** and so on.
- 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** = **40%** hire charges per hour + non-payment of hire charges per hour on pro rata basis.

**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:

For <b>2 days</b> against 48 hours of non-	Rs.3,36,000
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If substitute tug as per **Clause No. 50 of GCC** is not provided after availing **12 days** of down time, penalty as follows will be imposed.

1 to 7 days	40 % of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
8 to 14 days	50% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
15 to 30 days	100% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day

- 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 considered as **2 hours** and so on.
- 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** = **40%** hire charges per hour + non-payment of hire charges per hour on pro rata basis.

**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:

		availability 40% of 1,20,000 x 2 days + non-payment of hire charges for 2 days = 96,000+ 2,40,000		For 2 days against 48 hours of non-availability 40% of 1,20,000 x 2 days + non-payment of hire charges for 2 days = 96,000+ 2,40,000	Rs.3,36,000
		For 3hrs of non-availability Applicable per hour charges = 1,20,000 /24= Rs.5000 per hour. 40% of Rs. 5000 x 3hrs + nonpayment of hire charges per hour = 40% of 5000 x 3hrs + 5000 x 3hrs (6,000 + 15,000)	Rs. 21,000	For 3hrs of non-availability Applicable per hour charges = 1,20,000 /24= Rs.5000 per hour. 40% of Rs. 5000 x 3hrs + nonpayment of hire charges per hour = 40% of 5000 x 3hrs + 5000 x 3hrs (6,000 + 15,000)	Rs. 21,000
		Total amount will be deducted for 51 hrs non availability of tug from the monthly bill	Rs.3,57,000	Total amount will be deducted for 51 hrs non availability of tug from the monthly bill	Rs.3,57,000
		However, if the contractor is not providing a tug as per the contract even after a lapse of 36 days (6 days downtime + 30 days penalty duration), the contract is liable to be terminated, subject to decision of the Management. Non-availability of tug may be adjusted against down time available in contractor's account.			
Corrigendum - 10	47	<p><b>Clause No. 66 of GCC</b></p> <p>In case, any of the tugs are deployed in the neighbouring Port for attending emergency vessel movements (not prolonged deployment); the contractor shall take necessary arrangement to deploy the tug to the neighbouring ports with the option of changing the manning pattern as per the requirements of the MS Act.</p> <p>All actual charges towards additional manpower deployed from the time of departure till the arrival of the neighbouring Port, the difference in manning cost on actual while performing the coastal voyage and all agency charges, Port charges as applicable, shall be reimbursed by the Port to the contractor on production of documentary evidence.</p>			

Corrigendum -11	45	<p><b>Clause No. 54 OF GCC PRICE BID EVALUATION</b></p> <p>Bidder should quote the rate for both Tugs. Single Tug participants cannot be accepted.</p>	<p><b>Clause No. 54 OF GCC PRICE BID EVALUATION</b></p> <p>Bidder should quote same daily hire rate for both Tugs. Single Tug participants cannot be accepted.</p> <p>Other conditions remain unaltered.</p>
	76	<p><b>BOQ -PRICE SCHEDULE</b></p> <p>Note</p> <p>➤ Bidder should quote the rate for both Tugs. Single Tug participants cannot be accepted.</p>	<p><b>BOQ -PRICE SCHEDULE</b></p> <p>Note</p> <p>➤ Bidder should quote same daily hire rate for both Tugs. Single Tug participants cannot be accepted.</p> <p>Other conditions remain unaltered.</p>