

KAMARAJAR PORT LIMITED
MARINE SERVICES DEPARTMENT
CLARIFICATION TO THE BIDDERS
e-Tender No. 2023055048
Tender Ref :KPL/MS/TUG/50T/2023

Date:03.06.2023

Sub: Tender for chartering of one number 50T Bollard Pull Tug (Two stage system) for a period of 5 Years.

Clarification for the bidders queries is as follows:- Replies to Per-Bid Queries Raised by Bidders in Respect of tender for “chartering of one number 50T Bollard Pull Tug (Two stage system) for a period of 5 Years.”

Sl. No	Page No	Tender Clause/Actual Clause	Clarification Sought/Change Suggested	Remarks of KPL
1.	3 37	<p>ESTIMATED COST PUT TO TENDER Rs. 39,50,30,375/- (Excluding GST)</p> <p>Section 5 – General Conditions of the Contract</p> <p>5.15 PERIOD OF CONTRACT AND PAYMENT:</p> <p>5.15.1 PERIOD OF CONTRACT: Period of Contract is Five (5) years. Extension if any at sole discretion of KPL at same terms and conditions</p>	<p>We wish to draw your attention that the estimated daily hire rate is on the lower side and does not reflect the current market rate for the following reasons:</p> <p>Short contract tenure: As compared to discharged tender the contract tenure has been reduced to 5 years (from 7 years). As you are aware depending on the contract tenure the rates are calculated (asset cost recovery) and thereby for a shorter contract duration daily rate will be on higher side as compared to a</p>	<p>ESTIMATED COST PUT TO TENDER</p> <p>Estimates were based on the prevailing rates and Inputs. Manning to suit the requirements of the port . TENDER CONDITIONS PREVAILS</p>

	<p>19</p> <p>54</p> <p>43-44</p>	<p>subject to satisfactory performance.</p> <p>4.2 Technical Specifications: Manning As per requirements of MS Act/Coastal voyages & should comply MLC.</p> <p>6.12 Technical Specifications: Manning</p> <p>5.29 MANNING: 5.29.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighboring ports without changing the manning pattern at all times as per the requirements of MS Act.</p> <p>5.29.3. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guide lines issued by DG (Shipping) for performing coastal voyages at all times while on contract with Kamarajar Port Limited.</p>	<p>longer duration contract.</p> <p>Operating cost: The cost of operations has increased many folds with significant increase in the cost of Manpower, logistics, insurance premium, provisions, workshop charges etc. Rupee depreciation against other Major currencies specifically against USD has substantially increased the cost of spares which are mostly imported from Overseas for these sophisticated Tug boats which has resulted in increase in repair and maintenance costs. This has increased the daily hire rate even higher.</p> <p>Coastal Manpower: we may draw your attention that this Tender unlike other previous tenders of your Port has specifically asked for Coastal Manning which are highly expensive and could impact the day rate by additional approx. Rs 40,000/- per day (as compared to ongoing daily rates for “Harbour Operations within port limits”). <u>In this scenario, the Tender estimate will also have to account this cost while revision is considered.</u></p> <p>Further, we also bring to your kind attention to the ongoing market rates in similar tender</p>	<p>5.15.1 PERIOD OF CONTRACT: Refer Addendum Corrigendum Notice No.1.</p> <p>TENDER CONDITIONS PREVAILS</p>
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		<p>5.29.4 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighboring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act</p> <p>4.2 TECHNICAL SPECIFICATIONS;4.2.7</p> <p>e) All other operations required in connection with docking / undocking operations of vessels at Port In addition render assistance to neighbouring port as and when required with coastal Manning as per MS Act.</p> <p>4.2 TECHNICAL SPECIFICATIONS; 4.2.31</p> <p>The Tug should be manned under (Merchant Shipping Act) under coastal Manning Guidelines in force issued by DG Shipping.</p> <p>5.29 MANNING:</p> <p>5.29.1 The tug shall be registered as per the statutory requirements of D.G.</p>	<p>which was finalised recently (Feb 2023) by Paradip Port Authority at a much higher daily charter rate for operations with Harbour Manning for a contract tenure of 7 years.</p> <p>It is a standard practice that Major Ports invite budgetary quotes from the prospective Bidders to get an indication of the prevailing market rates depending on the demand supply of such Tugs.</p> <p>In view of above, we request you to kindly:</p> <p>Increase the estimated Rate as per ongoing market rate considering the most recent Tug Tender at Paradip Port and further an upward revision of around Rs 40,000/- per day should be made towards deployment of coastal manpower at all times.</p> <p>We also request that the term of the contract shall be increased to 7 years. It may be noted that recently Major Ports (Haldia Dock and Mormugao Port) have accepted/allowed Contractor to operate Tugs upto 25 years age profile during the contract tenure with the contract tenure of 7 -10 years.</p>	<p>TENDER CONDITIONS PREVAILS</p>
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	50	<p>(Shipping) for such operations and manned to perform coastal voyage to neighboring ports without changing the manning pattern at all times as per the requirements of MS Act.</p> <p>6.3 CREW WAGES:</p> <p>a) On board crew: The contractor shall have to deploy manning as per Ms Act for performing coastal voyages at all time and wages to be paid as per MUI/NUSI guidelines from time to time.</p>	<p>As there are not many candidates available in the Market meeting the Tender requirement, above amendments might increase participation and reduce the risk of tender retendering.</p>	
	10-11	<p>Section 3 – Instructions to Bidders</p> <p>3.2 REQUIREMENT OF 50T BP TUG:</p> <p>3.2.2</p>		
2.	19	<p>4.2 Technical Specifications: Manning</p> <p>As per requirements of MS Act/Coastal voyages & should comply MLC.</p>	<p>(i) We understand the Tug will be manned as per MS Act with coastal manning at all times and Bidders are required to quote accordingly. Please confirm.</p> <p>(ii) Please also clarify that if the tug needs to go to other ports as directed by KPL, all Port related charges and agency charges shall be borne and paid by KPL.</p>	<p>Coastal manning required as tugs may be required to go to neighbouring ports for assistance.</p> <p>TENDER CONDITIONS PREVAILS</p>
	54	<p>6.12 Technical Specifications: Manning</p>		
	43-	<p>5.29 MANNING:</p>		

<p>44</p> <p>21</p>	<p>5.29.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighboring ports without changing the manning pattern at all times as per the requirements of MS Act.</p> <p>5.29.3. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guide lines issued by DG (Shipping) for performing coastal voyages at all times while on contract with Kamarajar Port Limited.</p> <p>5.29.4 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighboring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act</p> <p>4.2 TECHNICAL SPECIFICATIONS;4.2.7</p> <p>e) All other operations required in connection with docking / undocking operations of vessels at Port In</p>	<p>Kindly confirm.</p> <p>(iii) The operations at other Ports shall be restricted to only to neighbouring Ports of KPL. Kindly confirm.</p>	
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		<p>addition render assistance to neighboring port as and when required with coastal Manning as per MS Act.</p> <p>4.2 TECHNICAL SPECIFICATIONS; 4.2.31</p> <p>The Tug should be manned under (Merchant Shipping Act) under coastal Manning Guidelines in force issued by DG Shipping.</p> <p>5.29 MANNING:</p> <p>5.29.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighboring ports without changing the manning pattern at all times as per the requirements of MS Act.</p> <p>6.3 CREW WAGES:</p> <p>a) On board crew: The contractor shall have to deploy manning as per Ms Act for performing coastal voyages at all time and wages to be paid as per MUI/NUSI guidelines from time to time.</p>		
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	10	<p>Section 3 – Instructions to Bidders</p> <p>3.2 REQUIREMENT OF 50T BP TUG:</p> <p>3.2.2</p>		
3.	18	<p>4.2 Technical Specifications:</p> <p>Bollard Pull</p> <p>Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% MCR and should be capable of pulling and pushing simultaneously From either forward or aft of the tug depending on the mode used for operations that is forward and or aft of the tug. Also capable to pull from forward and aft of the tug.</p>	<p>As your good self is aware that the SOP issued by the Ministry for hiring of Tugs specifies Bollard Pull only in the “Ahead direction” which has been formulated by an empanelled body of representatives from DG shipping, IRS, SCI, CSL keeping in mind the requirements at various Ports in India and abroad. Bollard Pull in the astern direction is non-standard and achieving 50T @ 100% in astern direction requires a higher engine capacity Tug and availability of such in the Indian Market at present is extremely difficult.</p>	Refer Addendum/Corrigendum notice No.1
	53	<p>6.12 Technical Specification:</p> <p>Bollard Pull</p>	<p>In view of above, we request you to kindly delete the astern bollard pull requirement in the Tender.</p> <p>This is in line with the last discharged tug tender of KPL.</p>	
4.	37	<p>Section 5 – General Conditions of the Contract</p> <p>5.15 PERIOD OF CONTRACT AND</p>	<p>We request that the period of extension shall be stated at this stage and also a minimum 6 months’ notice shall be provided by the Port</p>	Refer Addendum/Corrigendum notice No.1

		<p>PAYMENT:</p> <p>5.15.1 PERIOD OF CONTRACT: Period of Contract is Five (5) years. Extension if any at sole discretion of KPL at same terms and conditions subject to satisfactory performance.</p>	<p>prior to expiry of initial contract.</p> <p>Kindly confirm.</p>	
5.	45	<p>5.33 Delivery Period The offered tug shall be deployed at KPL latest within stipulated time from the issuance of letter of award (LoA) in seaworthy and efficient condition. </p>	<p>We draw your attention that delivery period is not mentioned in the Tender and in the absence of such criteria, many other related clauses like Performance Security, LD is now infructuous.</p> <p>This timeline will be the basis for the Bidders to decide whether to participate in the Tender with availability of their candidates.</p> <p>Kindly specify.</p>	<p>Refer Addendum/Corrigendum notice No.1</p>
6.	11	<p>3.3 Pre-Qualification Criteria 3.3.1 The Bidder should have experience and successfully completed works similar to chartering of crafts on wet lease/hiring of crafts on wet lease/owning & technical maintenance including manning of crafts. Crafts which are self propelled and registered under MS Act which includes but not limited to ships, Tugs, supply vessels, off shore vessels, launches, boats, dredgers.</p>	<p>The current definition of similar work seems to allow entities who have experience in taking marine crafts such as Tugs/dredgers/ offshore vessels on hire. This was discussed during last discharged Tug tender and a clarifications was issued as follows: <u>“Providing and supplying</u> of crafts on wet lease/hiring of crafts on wet lease/owning & technical maintenance including manning of crafts. Craft means which are self propelled and registered under MS Act which includes but not limited to ships, Tugs, supply vessels,</p>	<p>Refer Addendum/Corrigendum notice No.1</p>

	12	<p>3.3 Pre-Qualification Criteria</p> <p>3.3.2 (*Note)</p> <p>a) Similar work means: “Chartering of crafts on wet lease/hiring of crafts</p>	<p>off shore vessels, launches, boats, dredgers.</p> <p>Kindly make suitable modifications as suggested above.</p>																	
7.	12	<p>3.3 Pre-Qualification Criteria</p> <p>3.3.2 (*Note)</p> <p>c) The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience.</p> <p>The base year shall be taken as 2021-2022.</p> <table border="1"> <thead> <tr> <th>Year</th> <th>Multiplication factor</th> </tr> </thead> <tbody> <tr> <td>2021-2022</td> <td>1.00</td> </tr> <tr> <td>2020-2021</td> <td>1.07</td> </tr> <tr> <td>2019-2020</td> <td>1.14</td> </tr> <tr> <td>2018-2019</td> <td>1.21</td> </tr> <tr> <td>2017-2018</td> <td>1.28</td> </tr> <tr> <td>2016-2017</td> <td>1.35</td> </tr> <tr> <td>2015-2016</td> <td>1.42</td> </tr> </tbody> </table>	Year	Multiplication factor	2021-2022	1.00	2020-2021	1.07	2019-2020	1.14	2018-2019	1.21	2017-2018	1.28	2016-2017	1.35	2015-2016	1.42	<p>In line with clarifications issued under the discharged tender, we request to kindly issue a clarification as follows:</p> <p>“The enhancement factor will be applicable from the date of completion of contract of similar work”</p>	<p>TENDER CONDITION PREVAILS</p>
Year	Multiplication factor																			
2021-2022	1.00																			
2020-2021	1.07																			
2019-2020	1.14																			
2018-2019	1.21																			
2017-2018	1.28																			
2016-2017	1.35																			
2015-2016	1.42																			
8.	17	<p>Section 3 – Instructions to Bidders</p>	<p>1)We wish to submit that the PBG of 10% of</p>	<p>TENDER</p>																

		<p>3.17 Signing of Agreement</p> <p>3.17.1 The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for the entire period of the contract (5 Years) prior in the form of Bank Guarantee (BG) with claim period of twelve months before signing the agreement.</p>	<p>Total contract value is huge amount as compared to 3% requirement in discharged Tug tender of your Port.</p> <p>Alternatively, we request that the PBG value shall be modified to 10% of Annual Contract Value.</p> <p>2) Further, we are of the opinion that claim period of 12 months is reasonably longer duration and therefore, request that claim period shall be limited to 3months.</p> <p>Kindly consider the above.</p>	<p>CONDITION PREVAILS</p>
9.	47	<p>5.41.1 Age</p> <p>Age of the offered Tug</p> <p>Age of the offered tug shall not be exceeding 15 years during commencement of contract and to be put in operation for a period of 5 years without any escalation in daily charter rate.</p>	<p>We understand that the age of the Tug should be less than 15 years at the time of commencement of the Contract.</p> <p>Please confirm.</p>	<p>Refer Addendum/ Corrigendum notice No.1</p>
	18	<p>4.2 TECHNICAL SPECIFICATIONS:</p> <p>Year of Build</p> <p>Not more than 15 years old as on 31.12.2022. The age of the Tug Will be</p>		

		determined based on month and year of build mentioned in Class certificate of the Tug.		
10	24	<p>Section – 4 Scope of Work</p> <p>4.2.26 The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency situation at no extra cost to Kamarajar Port Limited. The Penalty clause shall apply in case of failure of Contractor to fulfill such assignments.</p>	<p>1) As your good self, Salvage is a highly specialized job and the harbour Tugboats required under this tender are not most suitable for carrying out Salvage jobs. It also requires specialised crew having specific skill sets which has to be sourced on requirement basis as they are prohibitively expensive.</p> <p>Apart from specialized manning cost, the standard insurance (P&I) for Tugs exclude Salvage jobs and hence, Salvage operations are to be excluded from the scope of work. Kindly confirm.</p>	Refer Addendum/ Corrigendum notice No.1
	20	<p>4.2 TECHNICAL SPECIFICATIONS:</p> <p>4.2.2. Full FiFi – One (1) No 50T Bollard Pull tug. Capable for fighting POL, LPG and LNG fires</p> <p>4.2.7 b) To stand by as fire float, Oil spill dispersant spraying boat etc.</p>	<p>2) Alternatively, we request insertion of below Standard Salvage clause as in Tender: “All salvage rendered to other vessels shall be for the Port and Contractor’s equal benefit after deducting all lawful expenses including additional insurance, manpower, if any, hire paid under the agreement for time lost in the salvage and other repairs or damage and fuel consumed. No salvage shall be undertaken without the explicit orders of the Port and</p>	

			consent of the operator, after additional salvage insurance is taken. The Port shall take all measures to secure payment of salvage and the Port, shall enter into agreement for salvage on behalf of the Port and the contractor. The operations will always be in the safe capabilities of the tug/crew as determined by the Master of the Tug. Further, Port shall arrange an indemnity letter from owners of Salvaged vessel for any damages to that vessel during such salvage assistance”.	
11	20	<p>4.2 TECHNICAL SPECIFICATIONS: 4.2.5. Joint On hire survey/Off hire survey will be carried out at Kamarajar Port in the presence of KPL Representative by Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at Contractor’s time on contract.</p>	<p>i) In line with our all-ongoing contracts with your port and as per the standard industry practice, we request the clause as follows: “Joint On hire survey/Off hire survey will be carried out at Kamarajar Port in the presence of KPL Representative by Competent surveyors to assess the quantity of fuel on board. On hire survey will be at the time and cost of Contractor and off hire survey at the Port’s time and cost. Please confirm.</p>	TENDER CONDITION PREVAILS
12	20	<p>4.2 TECHNICAL SPECIFICATIONS: 4.2.6. Kamarajar Port shall be the port of delivery and the contractor’s port of redelivery to take over and pay for all fuel remaining in the tug.</p>	<p>We request that the cost of fuel remaining on board at the time of onhire shall be paid by the Port along with the first month Charter hire bill. The cost of ROB at the time of offhire shall be adjusted from the final bill of the contractor. The prevailing IOCL fuel (LSHFHSD) rate at</p>	Refer Addendum/ Corrigendum notice No.1

			Ennore shall be the reference rate.	
13	37	<p>Section 5 – General Conditions of the Contract</p> <p>5.15 PERIOD OF CONTRACT AND PAYMENT:</p> <p>5.15.2 PAYMENT TERMS:</p> <p>5.15.2.4 The contractor shall submit the monthly tax invoice. Payment shall be made at the end of each calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 10 days from the date of submission of invoice in all respects to General Manager (MS) subject to compliance of all terms conditions. Port will ensure to make the payment within the stipulated time, in case of any clarification, after seeking clarification payment will be made. Contractor is not eligible to claim any compensation or interest for delayed payment. KPL may release partial payments to fulfill the obligation pertaining to wages of crew under exceptional circumstances.</p>	<p>We request KPL not to retain the entire payment in case of any dispute and at least the undisputed portion of the Payment shall be released by the port within the scheduled time and retain the disputed portion of the Payment.</p> <p>Kindly confirm.</p>	TENDER CONDITION PREVAILS
14	38	Section- 5 General Conditions of the	We bring to your kind attention that the	TENDER

	50	<p>Contract</p> <p>5.17 Insurance</p> <p>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 KPL. The Contractor shall also take insurance against damages to KPL/3rd party property, P&I insurance for tugs and personnel on duty.</p> <p>6.4 ADDITIONAL MAN POWER:</p> <p>d) The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed in KPL site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken.</p>	<p>following standard insurance covers are available to the Contractor:</p> <ol style="list-style-type: none"> 1. Hull & Machinery (H&M) and war risk insurance coverage for the Tug 2. Protection & Indemnity (P&I) for third party liability, crew liability, wreck removal, pollution liabilities 3. Workmen's compensation covering life of shore-based workers, if any. <p>As these are only insurance covers available to the Contractor, we trust these insurance shall meet the requirement of the Port.</p> <p>Kindly confirm.</p>	CONDITION PREVAILS
15	42	<p>Section 5 – General Conditions of the Contract</p> <p>5.25 TERMINATION OF THE CONTRACT:</p> <p>5.25.3 The Contractor fails to fulfill the</p>	<p>With regard to sub clause (5.25.3), we understand that the contractor shall be given reasonable time period to rectify the default prior contract is terminated. Kindly confirm.</p>	<p>For clause 5.25.3&5.25.5 TENDER CONDITION PREVAILS.</p>

		<p>statutory requirements and other conditions as indicated in the Tender Document for operation of the Tug.</p> <p>5.25.4 When the Bollard Pull of the Tug falls below norms set in scope of work.</p> <p>5.25.5 In case of indiscipline of the crew of the tug or refusal to carry out the orders of the General Manager (MS) or his authorized representative.</p>	<p><u>This was accepted in the last discharged Tug tender.</u></p>	<p>For clause 5.25.4 Refer Addendum/ Corrigendum notice No.1</p>
16	46	<p>Section 5 – General Conditions of the Contract</p> <p>5.37 FORE CLOSURE:</p> <p>The Kamarajar Port Limited has the right to foreclose the contract for National Security, National Emergency and in general 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 fuel consumption etc. The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months of the intended</p>	<p>(1) We understand that for this clause to be applicable, National Security, national emergency and in general public interest should be affecting the port and not otherwise. Please confirm.</p> <p>(2) We request you to please define the term “General Public Interest”.</p> <p>(3) We bring to your attention that variations in fuel consumption cannot be a ground for termination. As per this tender, if the fuel consumption is over and above the declared fuel consumption, then the cost of excess fuel is recovered from charter hire charges payable</p>	<p>1.TENDER CONDITION PREVAILS.</p> <p>2. General Public Interest as per Indian Law. TENDER CONDITION PREVAILS</p>

		<p>foreclosure to the Contractor specifying therein reasonable details.....</p>	<p>by the Port. Request you to please delete the word “variation in declared fuel consumption”.</p> <p>(4) As per standard industry practice, contractors are given adequate cure period to rectify the fault for non-compliance of tender conditions and any operational short falls. Failing which only, contract is liable for termination.</p> <p>In view of the above, we request KPL to provide at least 30 days’ time to contractor to remedy the default prior issuing 3 months’ notice for termination.</p> <p>Request your favorable response on the above.</p>	<p>3.Variation of declared fuel consumption will arise only when machineries are not maintained to standard , hence this directly reveals the contractor not maintaining the tug. If repeated operational shortfall exists after adequate notice the action deemed necessary will be initiated.</p> <p>TENDER CONDITION PREVAILS</p>
17	27	<p>Section – 4 Scope of Work 4.6 Penalty Further, the sister/ similar/substitute Crafts which are deployed by the contractor shall be required to operate</p>	<p>We request that replacement of Tug should be allowed during the contract period provided that replacement Tug is meeting the criteria mentioned in the Tender for similar or better specification.</p>	<p>Refer Addendum/ Corrigendum notice No.1</p>

		<p>for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor the substitute crafts with similar or better specifications only may continue for remaining currency period of contract.</p>	<p>Kindly note that all most all other Major Ports allow replacement of tug during the Contract.</p> <p>Kindly confirm.</p>	
18	38	<p>Section 5 – General Conditions of the Contract</p> <p>5.18 DOWN TIME: ALLOWED MAINTENANCE PERIOD</p> <p>5.18.1 The Bidder shall be eligible for 24 hours allowed maintenance period for Tug in a month i.e., 12 days in a year during the currency of contract.</p> <p>5.18.2 In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder shall be allowed to carry over the unutilized hours to subsequent two months. i.e., the</p>	<p>(i) We request that the full one-year’s Maintenance period shall be credited at the beginning of each contractual year instead of crediting every month.</p> <p>However, the Contractor must take prior permission in writing of the Port Authority, before laying up the tug to carry out any maintenance work (i.e. work /repairs includes dry docking / hull inspection and survey).</p> <p>Please note that insufficient time for maintenance will lead to breakdowns and thereby affect reliability of the tug.</p>	

	<p>unutilized Paid Downtime for the month of January will lapse on 1st of April.</p> <p>Section 5 – General Conditions of the Contract</p> <p>5.14.2 CHARTERED AMOUNT</p> <p>5.14.2.3. During the break down period which exceeds the available down time period, except berth hire & port charges, fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing KPL scale of Rates.</p> <p>Section 5 – General Conditions of the Contract</p> <p>5.41 Any planned dry dock and/or otherwise for the tug can be done only with prior permission of GM (MS) prior 15days and also sister/ similar tug will have to be deployed during the period of dry dock, the offered tug are out of service for dry-dock and/or otherwise.</p>	<p>(ii) Unutilized down time for the entire year can be carried forward to the next year. However, a maximum of 14 days of downtime will be permitted at a stretch.</p> <p>Please note that by not allowing carry forward of down time, the good performance of the Tug is penalized.</p> <p>(iii) Available down time shall be adjusted/set-off against the unavailability period prior to imposition of loss of hire and penalty.</p> <p>(iv) We request that Contractor is to be allowed to utilize down time during dry-docking of tugs.</p> <p>We request your kind confirmation of the above.</p>	<p>TENDER CONDITION PREVAILS</p>
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19	36	<p>Section 5 – General Condition of the Contract</p> <p>5.14.2 Chartered Amount:</p> <p>5.14.2.5 If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) at the Bidders cost in the presence of KPL Representative and if proved the penalty clause will be applicable.</p>	<p>We are of the opinion that all bollard pull tests or any survey during tenure of contract whenever required by the KPL will be carried out by the Contractor at KPL's cost and time. However, if the tug fails to deliver the required bollard pull / any survey, the cost of such test shall be borne by the Contractor.</p> <p>Further, during such bollard pull tests, tug shall be considered onhire and the fuel consumed shall be on Port's account.</p> <p>We request your kind confirmation on the above.</p>	TENDER CONDITION PREVAILS
20	22	<p>Section 4 – Scope of Work</p> <p>4.2 Technical Specifications</p> <p>4.2.14. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.</p>	<p>In line with tug tenders of other Major Port trusts such as Paradip Port, Vizag Port, Mormugao Port, Syama Prasad Mookerjee Port (Kolkata) etc., we request that throughout the contract period, the tugs shall enjoy the protection and indemnities available to the vessels owned by the KPL provided under bye-laws of the KPL or otherwise.</p> <p>Kindly Confirm</p>	TENDER CONDITION PREVAILS
21	53	<p>Year of Build</p> <p>The age of the Tug Will be determined base on month and year of build mentioned in Class certificate of the</p>	<p>We understand that following documents for offered Tug are to be submitted along with Bid.</p> <ul style="list-style-type: none"> Valid Class certificate as on date of bid 	TENDER CONDITION

	78	<p>Tug.</p> <p>FORM-IX</p> <p>TECHNICAL SPECIFICATION OF TUG (Certificates certifying the below should be uploaded with the techno-commercial bid)</p>	<p>submission</p> <ul style="list-style-type: none"> • Registry certificate • GA Plan • Latest Bollard Pull test certificate (IRS OR any other IACS members) • Engine Manufacturers' data/ Shop test record for Main Engine and Auxiliary Engine in support of 100% MCR fuel consumption. <p>Please confirm.</p>	PREVAILS
22	26	<p>Section 4 – Scope of Work</p> <p>4.6 Penalty</p> <p>Downtime penalty for offered Tug: If tug is inoperative / unavailable and KPL 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, in addition to nonpayment of charter hire charges on prorate basis and penalty as below will be levied.</p>	<p>As providing a safe working environment is Port's responsibility, please note that many a times propeller fouling happens due to debris in the Port waters. Consequently, the Contractor at its own cost expense mobilize diver to clear the objects from the propeller and spend a huge sum for repairs. This being for no fault of the Contractor, we may request to please treat the Tug to be on hire during this period. May be a 5 days ceiling can be fixed and in no circumstances, penalty will be levied. Kindly confirm.</p>	TENDER CONDITIONS PREVAILS
23	66	<p>Form – III; Integrity Pact</p> <p>Fall Clause The BIDDER / CONTRACTOR</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</p>	TENDER CONDITION PREVAILS

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.

following reasons:

A. No two Tug boats are similar – Technical Specification:

Since the cost of acquisition of Tug boats is primarily dependent on the specification of Tug boat, the cost of acquisition differs and thus, daily charter hire for Tug boats will not be same for all tug boats.

B. Time of acquisition of Tug boats – Demand & Supply:

Unpredictable demand & supply situation in the International Market drives the cost of acquisition of Tug boats 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.

C. Forex Fluctuations:

Since most of the spare parts of these high capacity Tug boats 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 Tug boats.

D. Mobilization cost

Mobilization cost of the Tug boats 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.

Further, other major ports Tug hiring Tender such as Haldia Dock Complex, Paradip Port Authority, V.O. Chidambaranar Port Authority, Jawaharlal Nehru Port Authority, Mumbai Port Authority and Deendayal Port Authority also don't have such clauses.

24	44	<p>Section 5 – General Conditions of the Contract</p> <p>5.30 MAINTENANCE OF CLASS:</p> <p>The Bidder shall confirm to maintain the tug in its original IRS class, during the entire contract period. KPL should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the tug in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the tug and to provide the Class certificate IRS at the Bidder’s cost.</p>	<p>We understand that the Tug which is classed under RSV – 4 under MS Act will be acceptable for this contract.</p> <p>Kindly confirm</p>	TENDER CONDITION PREVAILS
25	54	<p>6.12 Technical Specification Special Conditions</p> <p>1.Tug should also be suitable for Assisting push/pull as required for. Shipping operations. LNG Ships and terminal</p>	<p>In regard to assistance to LNG ships, we understand that Gas detector & Spark arrestor should be fitted.</p> <p>Please confirm.</p>	TENDER CONDITION PREVAILS
26	54-55	<p>6.12 Technical Specification Special Conditions</p> <p>2. Tug should be capable for assisting (Push/Pull) freeboard of 2.5 mtrs.</p>	<p>Please note that during the pushing operations normally the height of pushing points from water line for these 50 TBP tugs is around 3 metre. We trust the same is acceptable to the Port.</p>	

		tug. Capable for fighting POL,LPG and LNG fires		
29		Additional Query	We request you that the Bunker delivery note has to be provided by the Port towards supply of fuel.	Bunker delivery notes are maintained by port for all supply effected.
30	11	3.2 REQUIREMENT OF 50T BP TUG: 3.2.8 As per tug are on long term charter with KPL in case port warrants internship training for students the same to be given as per KPL instruction.	1) In line with the last discharged Tug tender, we request clarifications as follows: i) Internship would not be given during operations ii) Accommodation is not required for interns 2) We further request that the Port would be responsible for and indemnify the Contractor against any and all liabilities arising out of interns being on board the Tug. 3) All related costs such as victualling etc shall be on Port's account.	Refer Addendum/ Corrigendum notice No.1
	51	Section 6 – Special conditions of the Contrcat 6.7 Training As the tug is on long term charter with KPL in case if port warrants internship training for students, the same to be imparted to the students as per KPL instruction.		
31	11-12	3.3 Pre-Qualification Criteria 3.3.2 (i) Three similar works each costing not less than Rs.15,80,12,150/- excluding GST (amount 40% of the present	In line with your clarifications for the discharged Tug tender, we understand that the Contract values specified for Pre-Qualification criteria are exclusive of taxes and fuel charges.	TENDER CONDITION PREVAILS

		<p>estimated cost). (or)</p> <p>(ii) Two similar works each costing not less than thanRs.19,75,15,188/- excluding GST (amount 50% of the present estimated cost). (or)</p> <p>(iii) One similar work costing not less than Rs.31,60,24,300 /- excluding GST (amount 80% of the present estimated cost)</p>	<p>Kindly confirm.</p>	
32	12	<p>3.3 PRE-QUALIFICATION CRITERIA:</p> <p>3.3.2. Note:</p> <p>b) Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded.</p>	<p>Please note that, some ports do not issue Work order and directly execute agreement.</p> <p>In view of above, we request that following documents should be acceptable “Work order/ LOI/ Agreement along with Completion certificate”.</p> <p>Kindly confirm.</p>	<p>TENDER CONDITION PREVAILS</p>
33	24	<p>4.2 Technical Specifications</p> <p>4.2.29 The contractor shall arrange for IRS, as third party for Survey If the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contactor’s cost. KPL may accept the BPT certificate issued by the class surveyor in the preceding 6 months for the date acceptance of the initial substitute tug.</p>	<p>We understand that this is a typographical error and request you to kindly modify the clause as follows:</p> <p>“The contractor shall arrange for IRS, as third party for Survey if the bollard pull test is not conducted in the preceding 6 months of the offered Tug/ initial substitute Tug at contactor’s cost. KPL may accept the BPT certificate issued by the class surveyor in the</p>	<p>Refer Addendum/ Corrigendum notice No.1</p>

	41	<p>5.24 Bollard Pull Test: 5.24.1 The contractor shall arrange for IRS, as third party for Survey If the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contractor's cost. KPL may accept the BPT certificate issued by the class surveyor in the preceding 6 months for the date acceptance of the initial substitute tug.</p>	preceding 6 months for the date acceptance of the Offered Tug/ initial substitute tug.	
34	24	<p>4.2 TECHNICAL SPECIFICATIONS: 4.2.27. Security of the tug, its appurtenances and crew will be the Contractor's responsibility.</p>	We understand that security within the Port premises is the responsibility of the Port. The contractor will not be able to make any security arrangements within the Port limits as this comes under CISF.	TENDER CONDITION PREVAILS
35	26	<p>Section 4 – Scope of Work 4.4 - Illegal Activities 4.4.2 Any person so removed from the work shall be replaced within a period not more than 7 days at the expense of the Contractor by a qualified & competent substitute.</p>	We request that contractor would be allowed 7 days for crew change. <u>This was accepted in recently discharged tender for Tug hire.</u>	Refer Addendum/ Corrigendum notice No.1
	24	<p>4.2 Technical Specifications 4.2.24 In case, the General Manager (MS) ..., the concerned personnel shall not be allowed to operate the tug and</p>		

		suitable replacement shall be arranged by the Contractor within 48 hours.		
36	33	<p>5.9 COMPLIANCE WITH STATUTORY REQUIREMENTS; 5.9.1</p> <p>C) Bidder has to produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to KPL along with the monthly bill.</p>	<p><u>In line with previous tenders of Kamarajar Port</u>, we request to add word “as may be applicable” in the beginning of the clause. Kindly confirm.</p>	Refer Addendum/Corrigendum notice No.1
37	83	<p>SECTION-XII; CHARTER PARTY AGREEMENT</p> <p>3. the patrol boat is delivered and placed at the disposal of the KPL and the contractor undertake to maintain the Tug during the period of this contract.</p>	We understand that this is a typographical error and word “Patrol boat” to be replaced with “Tug”.	Refer Addendum/Corrigendum notice No.1
38	5	<p>Section 1 – General Instructions to Bidders</p> <p>1.1.1 Techno-Commercial Bids;-</p> <p>(iii) Bidder shall upload the Bid security declaration as per Section-7 – Form-II in company letter head and also, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.</p>	<p>We understand that only following documents to be submitted physically prior to the last date and time of technical bid opening:</p> <ul style="list-style-type: none"> • Bid Security Declaration • Integrity pact <p>Kindly Confirm</p>	Yes TENDER CONDITION PREVAILS
	59	Form – II		

	60	<p>Bid Security Declaration (Bidder shall upload the duly filled Tender Form in the company letter head and also send the hardcopy to the following address on or before the time of opening of technical bid)</p> <p>Form – III Integrity Pact (The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach Kamarajar Port Limited (KPL) corresponding address before opening Technical bid as per date and time given in the Tender.)</p>		
39	75	FORMAT FOR PERFORMANCE SECURITY (BANK GUARANTEE)	Kindly provide Bank Account Details of Kamarajar Port Limited, which is required by the Bank while issuing the Performance Bank Guarantee.	Will provide the bank details to the successful bidder TENDER CONDITIONS PREVAILS
40	6	Section 1 – General Instructions to Bidders 1.1.1 Techno-Commercial Bids;-	We understand that the bidder has to submit Letter of acceptance as per section- 7- Form-X <u>upon receipt of Letter of Award</u> , not during	Yes TENDER

	xi) The bidder shall submit/forward Letter of acceptance as per section- 7- Form-X up on receipt of Letter of Award KPL.	the technical bid submission. Kindly clarify.	CONDITIONS PREVAILS
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**General Manager (MS)
For Kamarajar Port Ltd**