

V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT
TUTICORIN -628 004

TENDER NO. M-TECH/60T BP and above Tug/ASTDS/2024-25



Global Connect

வ.உ.சி துறைமுக ஆணையம்
वी.ओ.सी पत्तन प्राधिकरण
V.O.C Port Authority

E-TENDER DOCUMENT FOR

NAME OF WORK: "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years".

DEPUTY CONSERVATOR
V.O. CHIDAMBARANAR PORT AUTHORITY
TUTICORIN-628 004

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SECTION – I**V.O. CHIDAMBARANAR PORT AUTHORITY
(MARINE DEPARTMENT)
NOTICE INVITING TENDER (NIT)**

Only through E-Tendering Mode
Website Url: www.vocport.gov.in

1. V.O. Chidambaranar Port Authority invites electronic tenders (Two Cover System) from eligible bidders for the work “Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years”.
2. A complete set of Tender documents may be downloaded by any interested bidders from e-Tender web portal <https://etenders.gov.in/eprocure/app>.
3. Salient features of the bid:

Tender No	M-TECH/60T BP and above Tug/ASTDS/2024-25
Tender Type	Open Online Tender
Tender Inviting Authority	Deputy Conservator
Address	V.O. Chidambaranar Port Authority, Marine Department, Tuticorin-628004.
Contact Details	Tel. off: 0461- 2352313, 2352385 Email: dc@vocport.gov.in
Brief Work Description	Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years.
Estimate Value	₹82,84,68,000 plus applicable GST.
Earnest Money Deposit (EMD)	₹1,65,69,360
Document downloaded start date	On 28/06/2024 at 1000hrs
Bid submission start date	On 28/06/2024 at 1000hrs
Seek clarification start date	On 28/06/2024 at 1000hrs
Seek clarification end date	On 07/07/2024 at 1530hrs
Pre-bid meeting date	On 08/07/2024 at 1530hrs
Bid Submission closing date	On 22/07/2024 at 1530hrs
Bid opening date	On 23/07/2024 at 1530hrs

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

Bid Validity period	120 days from the date of opening the technical bid
Currency of Contract	INR
Language of Contract	English
For further details, visit Port Website: https://www.vocport.gov.in/NewTenders.aspx	

The Bidder shall submit his response through Bid submission to the tender on the Central Public Procurement Portal (e-Procurement) at <https://etenders.gov.in/eprocure/app> by following the procedure. The Bidders shall submit their eligibility details, Technical Bid, Financial Bid, etc., in the online standard formats displayed on the CPP portal. The Bidders shall upload the scanned copies of all the relevant certificates, documents, etc., in support of their eligibility criteria / Technical Bid /and other certificates/documents in the CPP portal. Non-submission of Technical Bid along with relevant documents shall lead to rejection of the tender.

Deputy Conservator

SECTION- II

1. INVITATION TO TENDER

TENDER NOTICE: Electronic Tenders (Online) are invited on behalf of V.O. CHIDAMBARANAR PORT AUTHORITY (VOCPA) from reputed and experienced Contractors for “Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years”. (Tender No. M-TECH/60T BP and above Tug/ASTDS/2024-25)

- 1.1 The tenderer must fulfill the requirements stipulated in the tender.
- 1.2 The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender.
- 1.3 The tenderer must fulfill the Minimum eligibility criteria for qualification and other requirements stipulated in the tender.
- 1.4 The tender shall remain valid for acceptance for a period of 120 days from the date fixed for the opening of the tender. The date of commencement of work is on 11th October 2025.
- 1.5 The Tender Document having all the details is available at the URL of the e-Tender Portal <https://etenders.gov.in/eprocure/app>. The interested tenderers need to register on the website name <https://etenders.gov.in/eprocure/app>. The bids should be uploaded in electronic form only through the online e-tender portal <https://etenders.gov.in/eprocure/app>. Tenders in any other manner will be rejected and no correspondence on such matter will be entertained.
- 1.6 The bidders should have a valid Digital Signature Certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender.
- 1.7 **EARNEST MONEY DEPOSIT:**
 - (i) ₹1,65,69,360 (Rupees One Crore Sixty-Five Lakhs Sixty-Nine Thousand Three Hundred and Sixty only).
 - (ii) The bidder other than an MSE Unit should pay the EMD through the online payment gateway mode in CPP E-tendering Portal or in the form of Insurance Surety Bonds, account payee demand draft, fixed deposit receipt, banker’s cheque or Bank Guarantee (Form of bank Guarantee for EMD - **Annexure - 11**) from any of the Commercial Banks having a branch in Tuticorin. The bid security is normally to remain valid for a period of 45 (forty-five) days beyond the final bid validity period. Otherwise, his/her/their tender will be rejected. The MSE are required to furnish a relevant valid Certificate for claiming exemption. This valid certificate shall be uploaded in the Bid, failing which the tender shall not be evaluated.
 - (iii) All benefits applicable to MSE, as per the Public Procurement Order 2012/2017 shall be applicable for this tender. The bidder is eligible for an exemption for Bid Security / Earnest Money Deposit (EMD) under MSE having Udyog Aadhaar Number vendors are

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

exempted from submission of Bid Security and they shall submit the proof of MSE certification, only if they are manufacturer or OEM authorized dealer of the items. Offers for other makes will be left out of Consideration.

- (iv) Bid Security Declaration Form (**Annexure-15**) to be submitted by the bidder. If they withdraw or modify the bids during the period of validity etc., they will be suspended for a period of one year from the date of notification.

- 1.8 Tenders that are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 1.9 Tenderers without documentary evidence for claiming bid security exemption will be summarily rejected.
- 1.10 The EMD of unsuccessful Bidders shall be refunded only after the contract has been awarded to the successful Bidder. No interest shall be paid on the EMD.
- 1.11 The EMD of successful Bidder will be released / Refunded upon the Bidder's accepting the award & signing the Agreement and furnishing the contract Performance Security / Bank Guarantee. No interest shall be paid on the EMD.
- 1.12 The tenders of tenderers who had litigation against the VOCPA or any major Ports or any Government sectors will not be considered, and the amount paid towards the cost of the tender document will not be refunded.
- 1.13 This tender notice shall form part of the contract agreement.

Deputy Conservator

Copy to

- a) All Head of Departments/VOCPA
 b) CVO/VOCPA
 c) Notice Board
 d) List of Contractors
 e) Independent External Monitor:
- (i) Shri Trivikram Nath Tiwari, ILS (Retd.),
 301-B, Block-3B, HIG DDA Flats,
 Rani Jhansi Road, DDA Complex,
 Motia Khan,
 New Delhi – 110 055
 Ph; 9871788277
 e- mail id: trivikramnt@yahoo.co.in
- (ii) Shri Hermanprit Singh, IPS (Retd.),
 12, Bevedra Road,
 Alipore, Kolkata – 700 027

2. IMPORTANT GUIDELINES TO TENDERERS FOR E-TENDRING.

- 2.1 VOCPA invites Tenders through online/e-tendering mode only (<https://etenders.gov.in/eprocure/app>).
- 2.2 Tenderer has to upload a self-attested scanned copy of 'Bid Security Declaration' as mentioned in **Annexure 15**, for bid security. The bidder is eligible for an exemption for Bid Security (EMD) under MSE having Udyog Aadhaar Number vendors are exempted from submission of Bid Security and they shall submit the proof of MSE certification, only if they are manufacturer or OEM authorized dealer of the items. Offers for other makes will be left out of Consideration.
- 2.3 VOCPA will not entertain and will not accept any reasons of Tenderer due to Net Connection Failure/Current Connection Failure and any issues during the filling of tender online. Tenderer will be responsible for all those facts and failures of Net Connectivity, and Current Connectivity and they should be at their own risk, VOCPA will not take any liabilities and claims for failure of the Network and problems arising from the submission of the tender forms online.
- 2.4 Employer may verify the original documents as submitted in the e-tendering process.
- 2.5 The tenders of bidders who had litigation against VOCPA or any major Ports or any Government sectors will not be considered.
- 2.6 Tenders which are in any way incomplete will not be considered. The Port reserves the right to waive any formality thereof or to reject any or all the tenders without assigning any reason and not bound itself to accept the lowest tender.
- 2.7 This tender notice shall form part of the contract agreement.
- 2.8 **Pre-bid meeting:** The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the address, venue, time, and date as indicated in NIT.
- 2.9 All these instructions, conditions, General Condition of the Contract, special conditions, if any, work specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.
- 2.10 In case any bidder is found indulged in corrupt, fraudulent, coercive, undesirable, and restrictive practices during the bidding process, VOC Port Authority is entitled to suspend and debar the bidder for a period not exceeding three years.
- 2.11 The tender document submitted contains all pages and all the documents have been chronologically uploaded with page numbers written on each page and the tender clause should be clear that, if that certificate is not given by the bidder/ tenderer or page numbers etc., are not stated in the documents liable for disqualification as per the decision of the tender committee members".

DEPUTY CONSERVATOR

3. IMPORTANT INSTRUCTIONS TO TENDERERS

- 3.1 GENERAL:** On behalf of the Board of members of the V.O.Chidambaranar Port Authority, Deputy Conservator, V.O.Chidambaranar Port Authority invites tenders from reputed firms with proven ability for "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years" for Pilotage operations and other Port activities.
- 3.2 DEFINITIONS AND INTERPRETATIONS:** In the contract as hereinafter defined, the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.
- 3.2.1** "Port" means Board of members of V.O. Chidambaranar Port Authority, a body corporate under the Major Port Authority Act, 2021, acting through its Chairperson, Deputy Chairperson and Deputy Conservator or any other officer so nominated.
- 3.2.2** "Operator" means the person or persons, firm, corporation, Joint venture or company whose tender has been accepted by the Port and includes the Operator's servants, agents and workmen, personal representatives, successors, and permitted assigns.
- 3.2.3** "Contract" means a tender document that includes Instructions to Tenderers & General Conditions of contract, Operating Agreement, Letter of Acceptance/ work order, Bank Guarantees in respect of performance and safe return of crafts etc. and any addendum/corrigendum thereto.
- 3.2.4** "Contract Price" the Bidder shall fill up the Price Schedules against Bill of Quantities (BoQ) in CPP Portal as detailed in Section- XI - Price Bid.
- 3.2.5** "Approved/Approval" means the approval in writing.
- 3.2.6** "Downtime" means the time period during which the vessel is not made available by the Operator to the Port for any operations required by the Port as per tender.
- 3.2.7** "ISPS" means International Ship and Port Facility Security Code.
- 3.2.8** "Shift" means eight hours commencing from 0600hrs to 1400hrs. 1400hrs. to 2200hrs. and 2200hrs. to 0600hrs. of the next day.
- 3.2.9** "On Hire" shall means Tug is available for operation.
- 3.2.10** "Off Hire" shall means Tug is not available for operation.
- 3.2.11** "IRS" shall mean Indian Register of Shipping.
- 3.2.12** "IEM" shall mean Independent External Monitor.
- 3.3 Downloading of tender from VOCPA online e-tendering web site:** The complete set of tender documents including forms, conditions of contract, work specifications, etc. will be downloaded by contractors registered through the e-tendering website www.etenders.gov.in from **28/06/2024 to 22/07/2024** The instructions for submitting e-tender is given on the e-tendering website at the link <https://etenders.gov.in/e procure/app;jsessionid=9DDF0097EA06C59138DFC7C856A6882F.geps1page=BiddersManualKit&service=page>.

3.4 THE FOLLOWING SCANNED COPY DOCUMENTS TO BE UPLOADED IN THE E-TENDER WEBSITE www.etenders.gov.in WHILE SUBMITTING TENDER:

3.4.1 Technical Bid:

3.4.1.1 Proof of Earnest Money Deposit to be uploaded.

3.4.1.2 Tenderer should give an undertaking that they abide by the terms and conditions of the tender in full and upload the undertaking which will meet the requirement of documentation for tender evaluation. As per **Annexure-16** enclosed.

3.4.1.3 Scanned copy of Notary attested Particulars with regard to experience (work order with detailed BOQ and satisfactory completion/ performance certificate with value of work done) as detailed under **clause 3.28** Minimum Eligibility Criteria for Pre-Qualification.

3.4.1.4 Scanned Copy of Notary attested Income Tax Permanent Account number card for assessing the income tax.

3.4.1.5 Scanned Copy of Notary attested Certificate of the Audited Financial Statements for the above three years.

3.4.1.6 Copy of Notary attested GST Registration No. along with Notary attested copy of certificate for GST registration and GSTIN No.

3.4.1.7 Scanned copy of Notary attested ESI & EPF registration certificates.

3.4.1.8 Scanned Notarized copy of “MoU made with the shipyard and “Approved GA plan” of the offered ASTDS tug.

3.4.2 Price Bid: The Schedule of Prices to be indicated in the respective columns shown in the e-Tendering Website only.

3.5 EARNEST MONEY DEPOSIT:

The EMD clause has been detailed in clause no. 1.7 of Section -II.

3.6 PERFORMANCE SECURITY:

The Successful tenderer will be required to furnish a performance Security for a sum equivalent to 5% of the total contract price in any of the following forms for the due observance of all the conditions and obligations, both direct and indirect on the part of the Operator.

- a) Deposit by Seven numbers of Demand Draft of the equal annual value of contract price, totaling 5% of Total Contract Price with validity of 1,2,3,4,5,6&7 years respectively drawn in favour of Financial Advisor & Chief Accounts Officer, V.O.Chidambaranar Port Authority, Tuticorin – 628 004 payable at Tuticorin-628 004 drawn on any Nationalized banks/ Scheduled commercial banks having Net worth above Rs.100 Crores having its branch at Tuticorin, in the form as per specimen given in (**Annexure –6**)

OR

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

- (iii) Furnish Seven numbers of Bank Guarantees of equal annual value of contract price, totaling 5% of Total Contract Price with validity of 1,2,3,4,5,6&7 years respectively from any Nationalized Bank or scheduled Bank with a net worth of Rs.100 crores or more in India executed on stamp paper in the prescribed proforma of V.O. Chidambaranar Port Authority.

OR

- (iv) Performance Security may be furnished in the form of Insurance Surety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank. Bank Guarantee from a Commercial banks or online payment in an acceptable from any of the Commercial Banks having a branch in Tuticorin.

OR

- (v) The successful tenderer shall furnish VOC Port's bank details such as, Bank Account Number, IFSC code with address and Branch code to the issuer of Bank Guarantee via SFMS mode. The issuer bank will transmit the bank guarantee via SFMS mode to the beneficiary bank of the Port digitally.

Beneficiary bank – Port's bank details as follows:

A.	Name & Address of the Bank	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
B.	Name of the Branch	Harbour Branch
C.	IFSC Code	IOBA0000143
D.	Account No.	014301000000001
E.	Type of Account	Savings Account
F.	Beneficiary's Name	V.O. Chidambaranar Port Authority

- (vi) The bank guarantee obtained from the nationalized/scheduled bank in the format prescribed by the Port shall be in compliance with for a digital confirmation for the Bank Guarantee.
- (vii) The Performance Security for each year will be released only after completion of every year on satisfactory completion of the entire scope of works contemplated in this contract. Unless Performance Security is furnished within 15 days of the acceptance of the tender or such extended period as may be permitted by the Deputy Conservator in writing, the Earnest Money Deposit is liable to be forfeited and the contract canceled.
- (viii) In the event of the tenderer, after the issue of the communication of the acceptance of the offer by the Board, failing/refusing to execute the agreement as hereinafter provided, the tenderer shall be deemed to have abandoned the contract and such an act shall amount to be construed as the Operator's calculated and willful breach of contract, the cost and consequence of which shall be to the sole account of the tenderer and upon such an event, the Board shall have full right to claim damages therefore in addition to the forfeiture of earnest money deposit.

- (ix) The Board may, at their option forfeit the Performance Security if the Operator fails to effect the supply or perform or observe the conditions of the contract. The Board will also be at liberty to deduct any sum that may be due to the Port from the Performance Security or from any sums of money due or that may become due under any other contract to the Operator. This is without prejudice to the rights of the Board under the terms of the contract.
- (x) The said Performance Security shall not in any way be construed as a limitation of the Operator's responsibility or liability pertaining to his obligations and / or guarantees under the contract and shall be without prejudice and in addition to any other remedies available to the Board in terms of the contract and/or the laws of the land.
- (xi) The contractor shall furnish the BG towards performance security by the issuing bank directly to the port. The amount as stated will not bear any interest. Bank Guarantee, obtained from the Nationalized Bank /Scheduled bank in the format prescribed by the Port, shall be in compliance with a digital confirmation for the Bank Guarantee and the BG not complying with this shall not be considered.
- (xii) The Bank Guarantee shall be refunded without any interest after the successful completion of the contract. If the supplier fails to perform or observe any of the conditions of the contract, Port Authority will be at liberty to deduct any amount due to Port Authority under this contract from Security Deposit / any sums of money due or that may become due to the Supplier. This is without prejudice to the rights of the Port Authority under the terms of this Contract.
- (xiii) The Bank Guarantee furnished towards the performance security shall be valid up to the completion of the warranty period and shall have a claim period of three months after the successful completion of the warranty period. In case of an extension of the warranty period, Bank Guarantee has to be extended for a further period as required by V.O. Chidambaranar Port Authority to cover the warranty period. Any expenditure in this regard will be borne by the supplier.
- (xiv) Performance Security may be furnished in the form of insurance Surety Bonds, Account payee Demand draft, Fixed deposit Receipt from a commercial bank, Bank Guarantee from a Commercial bank or online payment in an acceptable from any of the Commercial Banks having a branch in Tuticorin.
- (xv) Performance Security shall not bear any interest.

3.7 PRE-BID MEETING AND TIME SCHEDULE:

A Pre-Bid meeting will be conducted on **08/07/2024 @ 1530hrs** at this office to discuss specifications. The tenderer shall be permitted to

- (a) Send queries for the pre-bid meeting:
- (b) Attend the pre-Bid meeting and
- (c) Participate in the tender and submit the tender:

After the pre-bid meeting, the reply to the questionnaire shall be complied and

corrigendum to the Tender document, if necessary, will be published in the CPP Portal and website. Before submission of tenders by the prospective tenderers, if V.O. Chidambaranar Port Authority desires to issue any clarifications to the tender documents, the clarifications issued shall be addendum, corrigendum to the Tender document. The reply shall be a part of the tender document.

3.8 COMMENCEMENT OF CONTRACT & LIQUIDITY DAMAGE(LD):

The successful bidder shall commence the contract on 11th October 2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III. If the contractor fails to comply with the date for commencement of contract, on 11th October 2025, penalty (LD) will be levied as per Clause no.2(A) of section-VII.

- Up to 2 months (later than 11th October 2025) = 40 % on daily hire charges
- 2 months to 6 months = 50 % on daily hire charges.
- Beyond 6 months = 100 % on daily hire charges

3.9 FORCE MAJEURES: (A)In this clause “Force Majeure” means and exceptional event or circumstances,

- a) which is beyond party's (Employer or Contractor) control
- b) which such party could not reasonably have provided against before entering into the contract
- c) which, having arisen, such party could not reasonably have avoided or overcome
- d) which is not substantially attributable to the other party

Force Majeure may include, but it is not limited to, exceptional events or circumstances of the kind listed below, so long as condition (a) to (d) above are satisfied.

- Natural catastrophic such as Earthquake, Tsunamis, hurricane, Typhoon, tempest etc.
- War hostilities (whether war to be declared or not), invasion, act of foreign enemies.
- Rebellion, Terrorism, Revolution, insurrection, military or usurped power or civil war.
- Riot, commotion, disorder, strike or Lockout by persons other than contractor's personnel and other employees are the contractor or sub- contractor.
- Munitions of War, explosive materials, ionizing radiations or contaminations by radioactivity, except as maybe attributable to the contractor's use of such munitions, explosive, radiation or radioactivity.
- The failure of the party to fulfill any of its obligations here under shall not be considered to be a breach of, default under the contract in so far as such inability arises from any event of Force Majeure, provided that the party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out terms and conditions of the contract.

(B) Measures to be taken:

- A party affected by an event of Force Majeure shall take all reasonable measures to remove such party's inability to fulfill its obligations hereunder with a minimum delay.
- A party affected by an event of Force Majeure shall notify the other party of such event as soon as possible, and in every event not later than 14 days following the occurrence of such events, providing evidence of the nature and cause of such event, and shall similarly give notice of the Restoration of the normal conditions as soon as possible.
- The parties shall take all reasonable measures to minimise the consequences of any event of Force Majeure

3.10 RATES TO BE IN FIGURES: The tenderer shall quote the Charter hire rate per day (24 hours) in Indian Rupees.

3.11 FALL CLAUSE:

- a) 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.
- b) The Bidder undertakes that during the previous one year, the Bidder has not supplied / is not supplying and/or has not agreed to supply similar product systems or subsystems at a price lower than that offered in the present bid in respect of same location as mentioned in the present bid to any other Ministry/Department of the Government of India or PSU (**Annexure 17**).
- c) Further the Bidder unconditionally agrees and confirms that in case it is found at any stage that during the financial year in which bid was submitted by the bidder, the bidder had supplied/agreed to supply similar product systems or subsystems in respect of same location to any other Ministry/Department of the Government of India or a PSU at a price lower than that mentioned in the present bid ("**Lower Price**"), then the Buyer by providing written notice to the Bidder shall be at liberty to apply Lower Price to the contract and accordingly reduce the contract value. The Bidder further undertakes to refund to the Buyer the difference between payment received under the contract and the Lower Price ("**Price Difference**") within 15 days of receipt of the said written notice.
- d) In case the Price Difference is not received by the Buyer from the Bidder within the period stipulated under this clause the Buyer shall be free to recover the Price difference from any amount due and payable to the Bidder under any contract or transaction undertaken with the Buyer.

3.12 CORRECTION/VARIATION:

- 3.12.1** All corrections and alterations in the entries of the tender documents shall be attested with full signature of the tenderer with date. Erasures /over-writings are not permissible.
- 3.12.2** The tenderers should not send any revised or amended offers after the opening of the tender. No such document will be entertained.
- 3.12.3** The prices and amounts entered in the schedule of price shall represent the tenderer's offer for the Tug generally in accordance with specifications and purpose given in this tender.

3.13 SIGNING OF TENDER:

- a) The tender shall be signed only by the parties who are themselves in a position to undertake the work viz "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years" and possessing all other resources required for the purpose. The tender shall contain the name, residence and place of business of the person or persons submitting the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full names of all the partners or duly authorized representatives followed by the name and designation of the person signing the document along with a copy of the partnership deed. A copy of the constitution of the firm with the names and addresses of all the partners shall be furnished. Tender by a company governed to Indian Companies Act shall be signed in the name of the company by a duly authorized representative, and a power of attorney in that behalf shall accompany the tender. In the case of the company, a copy of the Memorandum and Articles of Association shall be furnished.
- b) In case if the applicant is a Joint venture/Consortium, the experience of financial criteria of those members who have not less than 26% of share only will be considered and the lead member should have done at least one work of similar nature not less than 40% of the total value of work.
- c) Tenders may be submitted by agents on behalf of their principals, but in such cases the Board reserves the right to enter into contract with the principals director with the principals and agents jointly as deemed appropriate.

3.14 JOINT VENTURE / CONSORTIUM:

The Bidder may be a single entity or a group of entities (hereinafter referred to as Consortium), coming together to provide the Services. The term Bidder used hereinafter would therefore apply to both a single entity and a consortium.

Proposals submitted by a consortium shall furnish the following details:

- 3.14.1** The proposal shall contain the details of each member of the consortium.
- 3.14.2** The party who has purchased the "Tender document" must be a member of J.V./ Consortium

- 3.14.3** Lead Member shall be nominated as being in charge and this authorization shall be evidenced by submitting a power of attorney signed by duly authorized signatories of all the Consortium members. The Proposal shall be signed by the duly authorized signatory of the Lead member and shall be legally binding on all the members of the Consortium.
- 3.14.4** All members of the Consortium shall be liable jointly and severally for the services to be provided during the Period of contract till the completion of the duties of selected bidder in accordance with the terms and conditions of this Tender. A copy of the undertaking to be submitted to bidder is annexed at **ANNEXURE- 12- Joint Bidding Agreement**.
- 3.14.5** For the purpose of evaluating the qualification of consortium meeting the minimum eligibility criteria, Port will consider combined credentials of Joint venture members.
- 3.14.6** If any bidder has completed the work with JV prior to submission of bid. Bidder has to submit the JV agreement showing percentage of sharing pattern with attested copy by notary. Accordingly proportionate value of the work will be considered for evaluation of work.
- 3.14.7** Signed copy of memorandum of understanding between the members of consortium shall be submitted clearly indicating the responsibilities of each of the members of the consortium.
- 3.14.8** One of the members shall be nominated as being in charge, designated as '**Lead member**', and this authorization shall be evidenced by a power of attorney signed by legally authorized signatories of all the members. (Power of attorneys to be enclosed).
- 3.14.9** The lead member of the consortium shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the members of the Consortium and the entire execution of the assignment.
- 3.14.10** In case of Joint Venture, the Lead partner shall Own or Hire / Charter the Tug, failing which bid liable to be rejected.
- NOTE:** Payments, as due, shall be released only in favour of 'Lead member' of the consortium.
- 3.14.11** All members of the Consortium shall be liable jointly and severally for the execution of the services in accordance with the terms and conditions stipulated in the Tender document. A declaration to this effect signed by authorized signatories of all the members shall be enclosed to the proposal in the format provided at **ANNEXURE- 12**.
- 3.14.12** In the event of default by any member in the execution of assignment or part thereof, the lead member will have the authority to assign the apportioned work to any other member acceptable to the Port so as to ensure satisfactory completion of the services.
- 3.14.13** Power of attorney for authorized signatory to be made as per format **ANNEXURE – 13**.
- 3.14.14** Minimum holding of each partner / member should be 26%.
- 3.15** **WITNESS:** Witnesses shall be persons of status and property and their names, occupations and addresses shall be furnished below their signatures.

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3.16 RIGHT OF THE BOARD TO ACCEPT OR REJECT THE TENDER: The Board does not bind itself to accept the lowest tender and reserves the right to reject any or all tenders received without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected. Canvassing in any form by the tenderers will result in their tender being rejected.

3.17 TRANSFER OF TENDER DOCUMENTS: Transfer of tender documents by one intending tenderer to another is not permissible.

3.18 EXPERIENCE OF THE TENDERER:

The tenderer may furnish the documents as per the Minimum Eligibility Criteria for Qualification clause No.3.28 of this section.

3.19 PAYMENT OF INCOME TAX: Income tax will be deducted at the rates as applicable from time to time. It is open to the contractor to make an application to the Income Tax authority concerned and obtained from him a certificate authorising the department to deduct income tax at such lower rate or deduct no tax as may be appropriate to his case. Such certificate will be valid for the period specified there in unless it is cancelled by the Income Tax authority earlier. The contractor shall furnish PAN details.

3.20 GST: The GST shall be paid by the Port at the rates applicable from time to time on submission of bills/ invoices as prescribed under GST rules mentioning the full details regarding Name, Address, GST Registration Number of the tenderer along with the description, classification and value of taxable services and GST payable thereon. Any new taxes, after bid submission date if added to be payable by VOCPA as per act shall be paid as per rules prevailing during that time.

3.20.1 As per GST Act, invoice in the prescribed format has to be issued by a registered bidder on or before the time when goods are removed for supply (where supply involves movement) and on or before the time when delivery is received by the recipient (where movement of goods is not involved)

3.20.2 The law has laid down conditions to avail GST input tax credit on supply of goods or services. All of the following conditions need to be satisfied to avail GST Input Credit:

3.20.2.1 The bidder should be in possession of Tax Invoice / Debit or Credit Note/ Supplementary Invoice issued by a supplier registered under GST Act.

3.20.2.2 The said goods / services have been received.

3.20.2.3 Returns (GSTR-3) have been filled.

3.20.2.4 The tax charged has been paid to the Government by the supplier.

3.20.2.5 The GST shall be reimbursed by the Port to the Contractor on his making available the GST claimed by him in GSTR against the Port GST number.

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3.20.2.6 The GST TDS shall be applicable as per the section 51 of the CGST Act, 2017.

3.20.2.7 GST, if any applicable shall be paid to service provider only on submission of necessary proof of payment or after reflection in the GSTR2A as eligible ITC.

3.20.3 As a service provider, contractors / professionals etc. shall issue the invoice within 60 days to the port from the date of providing service. If the invoice is not issued within the time limit, then penalty and / or interest shall be applicable. If any of the contractors / professionals do not issue invoices as aforesaid and do not file tax return by due date, Port cannot avail the ITC. Further, Port has to pay the said ITC availed with Interest and penalty as applicable under the GST rule. Therefore, in the event of default of the contractor on the above grounds, the said amount paid/ payable to the Government by Port shall be recovered from any money due to the contractor or adjusted against the performance security / security deposit.

3.20.4 Similarly the claim of GST at a later stage i.e. in the next Financial Year shall not be admitted by Port as time limit has been fixed for availing tax credit.

3.20.5 For any correction in Invoice claimed, it shall be through Debit note / Credit note / Supplementary invoice only, as all the invoices are to be uploaded in the GSTN Portal.

3.21 OPENING AND ACCEPTANCE OF TENDER :

OPENING AND EVALUATION:

3.21.1 Technical Bid will be opened by e-tendering procedure on the scheduled date and time i.e. on **08/07/2024 at 1530 hrs.** in the presence of such tenderers who wish to be present at the time of opening.

3.21.2 After opening Technical bid, Tenders containing the RTGS payment details for Earnest Money Deposit, GSTIN No., PAN No.etc. and fulfilling other particulars related to pre-qualification criteria will be shortlisted as the pre-qualified tenderer.

3.21.3 The Price bid submitted by the pre-qualified tenderers alone will be opened by e-tendering procedure on a subsequent date. The decision of the Port Authority in pre-qualifying the eligible tenders will be final.

3.21.4 The terms of tender schedule, conditions of contract, etc. shall not be defaced or detached or detached from the documents.

3.21.5 The V.O. Chidambaranar Port Authority shall have no liability to the tenderer in respect of any expenses incurred by him, direct or indirect, in preparing and/or submitting the tender.

3.22 ADDENDA/CORRIGENDA:

1. Addenda/Corrigenda to the tender documents may be issued by the Deputy Conservator prior to the date of bid submission, to clarify or reflect modifications in the contract terms and conditions.

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2. Such addendum/corrigendum will be furnished to each firm or person who had purchased the tender documents by speed post / courier. Tenderers who are unable or unwilling to bring their tenders to conform to the requirements of the Board are liable to be rejected.

3.23. COLLECTION OF DATA - TENDERER'S RESPONSIBILITY:

The tenderer shall visit the site and acquaint himself fully with the site and local conditions and no claims whatsoever will be entertained on the plea of ignorance of difficulties in the execution of the work. Before submitting the tender, the tenderer shall be deemed to have clearly understood and satisfied himself regarding the work and services, all conditions liable to be encountered during the execution thereof and that prices, rates and/or compensation quoted in the offer are adequate and all-inclusive with respect to all factors, circumstances and conditions likely to be incidental, both direct and indirect, to the work and services.

- 3.24 AMBIGUITY (before submission of bid):** If there is any ambiguity or doubt, as to the meaning of any of the tender clauses/conditions or, if any further information is required, the matter should immediately be referred to the Deputy Conservator, V.O. Chidambaranar Port Authority in writing, whose interpretation shall be final and binding.

3.25. PRICE BID EVALUATION:

Price bid of those bidders, who have qualified techno-commercially, will be opened and daily charter rate for Tug evaluation will be calculated for 8 hours running per day as per the following:

Charter hire rate per day (24 hours) (Basic rate excluding GST)		= X
Fuel consumption of Main Engine No.1 at 100% MCR in Lit/Hour	Y1	= Y
Fuel consumption of Main Engine No.2 at 100% MCR in Lit/Hour	Y2	
Fuel consumption of DG Engine at 100% MCR in Lit/Hour	Y3	
Daily rate (Evaluated Bid Price)	= X + {(Y x 8) x C}	

Where C = cost of fuel/litre prevailing on the date of opening of Price Bids. The rate considered is the rate of LSHFHSD supplied by Public Sector Oil companies for VOCPA Port Crafts on the date of opening of Price Bids. The bidder has to declare the fuel consumption per hour (Y) of Tug at 100 % MCR (Maximum Continuous Rating) in **Annexure-18**.

The bidder has to submit ENGINE MANUFACTURER'S DATA (shop trial) authenticating their quoted fuel consumption @100% MCR for both Main engine & Auxiliary engine. During the course of contract, if the fuel consumption of the tug is found above the declared consumption per

hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered / deducted from the contractor's account, as per fuel rates prevailing at that time.

Charter hire rate and fuel consumption of ASDTS tug shall only be considered for the Price bid evaluation.

3.26 SIGNING THE CONTRACT:

(a) The successful tenderer shall be required to execute an agreement in the proforma prescribed by the V.O. Chidambaranar Port Authority (draft enclosed in the document **Annexure – 7**) on Tamil Nadu Government State stamp paper of the required value within 15 days from the date of issue of the Letter of acceptance / work order. In the event of failure on the part of the successful tenderer to execute the agreement within the above stipulated period, or the period agreed by the Port, the Earnest Money deposited by him will be forfeited and apart from that the Board being in such circumstances entitled to treat the successful tenderer as in breach of contract and proceed accordingly. The required copies of the documents to be taken by the contractor with his own cost.

(b) **Integrity Pact:** The successful tenderer shall be required to execute an integrity pact agreement in the Performa prescribed by the VOCPA (**Draft enclosed in the document as Annexure – 8**) from the date of issue of the notice of acceptance of the work order.

The name and address of the IEM for this tender is given below:

- (i) Shri Trivikram Nath Tiwari, ILS (Retd.),
301-B, Block-3B, HIG DDA Flats,
Rani Jhansi Road, DDA Complex,
Motia Khan,
New Delhi – 110 055
Ph; 9871788277
e- mail id: trivikramnt@yahoo.co.in
- (ii) Shri Hermanprit Singh, IPS (Retd.),
12, Belevedra Road, Alipore,
Kolkata 700 027.

3.27 JURISDICTION:

The award of contract for the "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years" is subject to the jurisdiction of the local courts of Tuticorin (Tamilnadu).

3.28 MINIMUM ELIGIBILITY CRITERIA FOR QUALIFICATION:

- a) **Average annual financial turnover** of the tenderer during the last three years, [2020-21, 2021-22 & 2022-23] ending 31st March 2023 should not be less than **₹24,85,40,400** and it shall be supported by Audited Annual Accounts Report.
- b) The Bidder shall have Successfully completed Similar works in **India Directly** (Subcontract work will not be considered for Pre- Qualification) in Port Sector (Govt.) / Port Sector (Private) / Central Govt./ State Govt. / PSUs during last 07 (SEVEN) years ending on last day of month previous to the one in which tenders are invited, should be either of the following:
- i. Three similar works completed costing not less than 40% of the total contract value i.e. **₹33,13,87,200 each**
(OR)
 - ii. Two similar works completed costing not less than 50% of the total contract value i.e. **₹41,42,34,000 each**
(OR)
 - iii. One similar work completed costing not less than 80% of the total contract value i.e. **₹66,27,74,400 each**

Note:

Note: Copies of the Agreements work order with Bill of Quantity, completion certificate /Performance certificate, TDS certificate and Annual Account Report shall be furnished duly attested by Notary Public.

“Similar work” means The Bidder should have experience in “Supply of Tug/ Offshore Supply Vessel/ Ships and same should have been operated, manned and maintained by the bidder”.

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

a) ONGOING CONTRACTS:

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 a SATISFACTORY WORK PROGRESS CERTIFICATE for the completed period of contract from its client stating the executed value of contract excluding GST and Fuel Cost.

3.29 INDIAN FLAG VESSELS: This tender provides scope for Indian Citizens/Companies/Co-operative societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens / Companies / Co-operative Societies have failed either to participate

or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958.

3.30 DETERMINATION OF RESPONSIVENESS:

The bidder has to submit the documents as stipulated in clause no. 3.4 of section-II, failing which the Bid will be treated invalid and rejected summarily. Bidder shall not have any claim on this account later on.

3.31. INSTRUCTIONS TO TENDERERS TO FORM PART OF THE AGREEMENT: All these instructions, conditions, special conditions, if any, Technical specifications contained in the tender document and any correspondence related to this Contract shall form part of the agreement.

3.32. SUBCONTRACTING:

The contractor shall not assign the lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company without the prior written consent and approval of the Board.

3.33. The Bank Solvency certificate obtained for this specific work should be for not less than ₹24,85,40,400. The Solvency certificate shall be given not older than 06 (Six) months period as on the date of submission for this particular work from any commercial bank.

SECTION –III

SCOPE OF WORK

1. GENERAL:

The Contractor involves Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years with OSR Boom deployment facility as per broad specification stipulated in clause no.1 of section-IV with full crew, provisions and all stores and lubricants. The tenderer has to furnish the specification of the tug (as per ASTDS (Approved Standardized Tug Design and Specification)) to be offered to VOCPA. The plan and side view drawings of the tug should be submitted along with technical bid.

2. DAMAGE TO TUGS:

The Port will not be responsible for any damage suffered by the tug due to failure of the tug or errors of the Tug Master and crew or any reason whatsoever. The Operator shall have to replace the tug with a Tug of similar specifications in case of obsolescence or damage due to faulty operation or due to natural calamities.

3. CONTRACT PERIOD: The Contract will be for a period of seven years from the date of commencement of operation.

4. COMMENCEMENT OF CONTRACT:

The successful bidder shall commence the contract on 11th October 2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III. If the contractor fails to comply with the date for commencement of contract, on 11th October 2025, penalty (LD) will be levied as per Clause no.2(A) of section-VII.

However, such tug, when agreed, the bidder shall provide the scanned notarized copy of latest test certificate of offered Tug issued by the Classification Society, Valid registry certificate, Valid Class certificate for age proof, GA Plan, Latest Bollard Pull test certificate issued by IRS or any member of IACS, Engine Manufacture's data/ Shop test record for Main and Auxiliary Engines in support of fuel consumption at 100% MCR and other documents to prove the technical specification / requirement of offered tug.

5. MODE OF OPERATION:

(A) The tug shall be made available for Port operations round the clock (24 hours a day) throughout the contract period to the entire satisfaction of the Port.

(B) The Operator shall comply with the Indian Merchant Shipping Act or any other legislation related to the operation of a tug in Indian territorial waters.

6. TUG REQUIREMENT:

At the time of submission of bids, the Tug offered by the bidder should be either of the following:

(i) **IN CASE NEWLY BUILT TUG AS PER ASTDS READILY AVAILABLE BY THE BIDDER:**

- a) As per the Outline Technical Specification vide no. Rev 1/30 Aug 2021, issued by Cochin Shipyard Limited.
- b) However, such tug, when agreed, the bidder shall provide the scanned notarized copy of latest test certificate of offered Tug issued by the Classification Society, Valid registry certificate, Valid Class certificate for age proof, GA Plan, Latest Bollard Pull test certificate issued by IRS or any member of IACS, Engine Manufacture's data/ Shop test record for Main and Auxiliary Engines in support of fuel consumption at 100% MCR and other documents to prove the technical specification/requirement of offered tug.
- c) Broad specification requirements of new ASTDS tug shall be with all technical particulars without any ambiguity as per clause no. 1 of section IV.

Bidder should submit the following along with Technical bid:

- i. Technical details of new tug as per ASTDS in Annexure -5
- ii. Fuel Consumption of the new tug as in Annexure -18
- iii. Valid Class Certificate (IACS)
- iv. Tug Registration Certificate
- v. Tug GA Plan

However, the contractor shall commence the contract on 11th October 2025.

OR

(ii) **IN CASE ASTDS TUG NOT READILY AVAILABLE AND THE BIDDER INTENDS TO SUPPLY NEW BUILT TUG CONSTRUCTION IN INDIA AS PER ASTDS AND SUBSTITUTE TUG FOR COMMENCEMENT OF CONTRACT**

- i. In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not readily available and the bidder intends to construct new built tug in India as per ASTDS, then bidder will be allowed to provide suitable type and capacity Substitute Tug to commence the contract till deployment of the new built 60T Bollard Pull ASTDS Tug. Substitute Tug shall be 60T Bollard Pull and above with broad specifications and requirements shall be without any ambiguity as mentioned in clause no.2 of section-IV (with all necessary valid certificates).
- ii. However, the new ASTDS Tug shall be provided not later than 18 months from

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the date of issue of work order, failing which penalty will be levied as per Section-VII Clause no.2(B).

Bidder should submit the following along with Technical bid:

- a) An Undertaking as in Annexure -19.
 - b) Technical details of new tug as per ASTDS in Annexure -5.
 - c) Technical details of substitute tug as in Annexure -5.
 - d) Fuel Consumption of the new tug as in Annexure -18.
 - e) Valid Class Certificate (IACS) of substitute tug.
 - f) Tug Registration Certificate of substitute tug.
 - g) GA plan of substitute tug.
 - h) Bollard Pull Certificate of substitute tug.
 - i) Charter Hire Agreement / MOU (in case of not owning the substitute Tug) from the concerned party from whom he intends to hire the Tug. The Charter Hire Agreement / MOU for hire 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 exclusively for VOCPA.
- iii. However, the successful bidder shall submit MOU / Agreement for New Built Tug in a non-judicial stamp paper (₹100) between the bidder and the shipyard confirming arrangement for construction of tug meeting the specification of ASTDS within Twenty (20) working days from the date of issue of Work Order, failing which the same will be recorded in his service/completion certificate.
 - iv. Any delay in delivery of the Tug by the owner / bidder or builder of the Tug or transshipment delays or any other reason excluding force majeure will not be accepted and penalty shall be imposed as mentioned above.
 - v. If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in **Annexure-18**, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.
 - vi. 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).

(iii) TUG UNDER CONSTRUCTION:

In case the Tug is under construction at the time of submission of bid and which would be delivered not later than 18 months from the date of issue of work order, failing which penalty will be levied as per Section-VII Clause no.2(B). The bidder should submit the following along with Technical bid:

- a) Technical details of new tug as per ASTDS in Annexure – 5.
- b) Fuel Consumption of ASTDS tug in Annexure – 18.

- c) Undertaking stating that the Tug would be delivered within the delivery schedule of the Tender (for ASTDS Tugs meeting delivery schedule of Tender)
- d) MOU with Shipyard – Tentative Delivery date to be mentioned mandatorily.
- e) Approved GA Plan of ASTDS tug.
- f) Tug Registration Certificate, if available.
- g) Valid Class Certificate (IACS), if available.

However, the contractor shall commence the contract on 11th October 2025.

7. SERVICE REQUIREMENT:

The vessel to be used for various lawful services required by the Ports including towing, docking, and undocking of vessel at V.O. Chidambaranar Port round the clock (24 hours a day) and throughout the contract period of seven years including but not limited to:

- i. Berthing and unberthing of vessels in Port.
- ii. To standby for combating Oil pollution by using Oil spill dispersant.
- iii. To assist in double banking by way of action as docking tug.
- iv. All other operations required in connection related to Harbour conservancy and/or movement of vessels within the Port and such other operations as are performed by Port Tugs such as Cold movement and rescue operations etc.

In the event, the tug being unable to perform any of the operations no hire charges is to be paid by the Port to the Operator.

8. MAINTENANCE AND OPERATION:

- a) The Operator shall maintain the vessel, machinery appurtenances and adequate spare parts for maintaining efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the vessels with valid certificate of classification/ and with other required certificates in force at all times.
- b) The Port shall have the use of all outfit, equipment, and appliances on board the vessel at the time of delivery. The Operator shall from time to time during the hire period replace such items of equipments as shall be so damaged or worn out as to be unfit for use. The Operator shall carry out all repairs or replacements of any damaged, worn out or lost parts of equipment be affected in such manner (both as regards as workmanship and quality of materials) as not to diminish the value and efficiency of the vessel.
- c) SURVEY: The contractor to maintain the Certificates as per Statutory requirements at contractor's cost.

9. INSURANCE:

The Insurance of the vessel including the staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from IRDA approved Insurance company. The contractor is required to take the following policies/ coverage:

(1)	All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with “ITC Hull Clause” with Earthquake, War, SRCC extension.
(2)	Protection & Indemnity policy cover to be taken by the contractor which covers:
	a Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.
	b Third Party liability towards death / bodily injury as well as property damage.
	c Wreck Removal
	d Accidental Pollution Liabilities.
(3)	Standard Workmen’s compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.
(4)	CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&I Policy. However, if the port provides office inside wharf area / anywhere within confines of the port. CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).

- (i) During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of tug) and penalty will be levied as per Clause No. 2 (C) of Section-VII, in addition to non-payment of hire charges. At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.
- (ii) During the hire period, the vessel shall be kept insured by the Operator at his expense against marine hull & machinery and war risks. The Operator and/ or insurers shall not have any right of recovery against the Port on account of loss or any damage to the vessel or her machinery or appurtenances covered by such insurance or on account of payments made to discharge claims against or liabilities of the vessel or the Operator covered by such insurance.
- (iii) During the hire periods, the vessel shall be kept insured by the Operator at his expense
- (iv) against protection and indemnity risks in such form as the Port shall in writing approve, which approval shall not be unreasonably withheld. If the Operators fail to arrange and keep any of the insurance provided for under the provisions of sub-clause (b) in the Manner described therein, the Port shall notify Operator whereupon the Operator shall rectify the position within Seven running days.

- (v) In the event of any act or negligence on the part of the Operator which may vitiate any claim under the insurance herein provided, the Operator shall indemnify the Ports against all claims and demands which would otherwise have been covered by such insurance.

10. DOWN TIME:

- a) The Operator shall be allowed a down time of one day for each completed month of service during the currency of the contract for the upkeep of the tug. The downtime of 12 days will be credited in the beginning of each contractual year.
- b) The Operator can avail a maximum downtime up to 6 days at any point of time during the currency of the contract to carry out any work/repair. However, the Operator must take prior permission of the Deputy Conservator, V.O. Chidambaranar Port Authority before laying up the tug to carry out any maintenance work.
- c) 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. 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.
- d) In case, propeller of a hired tug is fouled due to some floating debris such as Tyre or Ropes during on hire period inside the port, the vessel should not be treated as off hire, but as on down time till divers finish their job of clearing the foul. For such instance, the firm is permitted to avail the down time of maximum of 02 days from their credited down time for their service rendered to this port and the balance period will be treated as breakdown period and the penalty will be applicable as per the tender condition.
- e) If the firm does not have a credit of down time, penalty will be imposed to the complete period of non-availability as per the tender conditions.
- f) During the permissible downtime, charter rate will be paid. Accumulated downtime at the end of each contractual year will lapse and no payment will be made.
- g) For the purpose of Drydocking of Tug, the contractor may avail 6 days of down time. The Drydocking expenses to be borne by the contractor including all spares and consumables.

11. SUBSTITUTE TUG (DURING THE CONTRACT PERIOD AFTER SUPPLY OF MAIN TUG):

The contractor shall provide a substitute tug of Suitable type and capacity or higher (as per clause no.2 of section-IV) from 7th day onwards, whenever the Tug is not available beyond its accumulated allocated down time of 6 days. Suitable substitute tug of 60 T BP capacity, preferably ASTDS tug or any 60 T BP tug flagged in India. The Substitute Tug shall be deployed only for the prior approved period in case of maintenance/ Breakdown/ Drydocking time period.

SECTION – IV

BROAD SPECIFICATION OF THE TUG

1. SPECIFICATION: As per the Outline Technical Specification vide no. Rev 1/30 Aug 2021, issued by Cochin Shipyard Limited.

Recent SoP by Ministry of Ports, Shipping & Waterways is applicable for this tender (Refer OM dated 15/09/2020 from Govt of India, Ministry of Shipping).

The tug to be provided should be built in India tug as per the Approved Standardized Tug Design and Specification (ASTDS) of Ministry of Ports, Shipping & Waterways. Under Atmanirbhar Bharat Abhiyan Policy, the bidder shall built new Tug in India as per specifications of the tug shall be “Make in India” in accordance with ASTDS in 18 months. The Technical Specifications and stability booklets shall be available on IPA website.

The successful bidder is required to operate the tug in accordance with the class requirement and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act) safe manning guidelines issued by DG Shipping at all times while on contract with V.O. Chidambaranar Port Authority.

i. Broad Specification / requirements of the ASTDS Tug (main tug) are as follows:

A.	Length O. A	30 to 35 meters
B.	Breadth	Moulded 9 to 13 meters
C.	Draft	Not more than 6 Meters at all conditions.
D.	Certificates	Tug should have all statutory certificates as applicable.
E.	Type of Propulsion	Azimuth Stern Drive (ASD) with Twin Propeller System.
F.	Bollard Pull	<p>Bollard Pull of the tug @100% MCR is 60 T BP and above.</p> <p>Steady/sustained Bollard Pull of the Tug should be 60 Tonnes or more at the time of delivery and same to be maintained throughout the contract period. Bollard Pull test certificate should be from IACS classification society and the certificate in original to be submitted to V.O.Chidambaranar Port Authority.</p> <p>Bollard Pull test is not required during delivery of Tug. However, Bollard Pull Test Certificate shall be produced which should be not more than 01-year-old at time of delivery of tug.</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</p>

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		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.
G.	Main Engine	Twin engines with independent remote-control operation or similar flexible arrangement. IC engines operating on Diesel in compliance with SOLAS and MARPOL requirement. The main engine of the tug should be of reputed make for trouble free operation continuously with easy availability of spares.
H.	External Firefighting System	External Firefighting system shall be fitted with centrifugal type engine driven PTO pump (Total capacity-Min-2400 m ³ /hr.), fire monitors and water sp and Suitable Foam Compound with a minimum of 2,000 Ltrs. shall be made available throughout the contract period. The compound has to be replaced at the contractor's cost after expiry period of the foam. However, in case of use of the same foam by the Port for any firefighting activities, same shall be replaced on Port's account. The Tug should be ready for firefighting at all times.
I.	Speed	About 12 knots continuous with full power and under normal weather conditions.
J.	Towing arrangement	Quick release tow hook/towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required. Towing arrangement would mean a towing hook or towing winch. However, for tugs with stern propulsion there should be a towing winch at forward so that the tug's rope can be passed to the ship and adjusted when required. For cycloidal tugs the same arrangement should be at aft. Also necessary arrangement to be made available for towing channel marker buoys for routine maintenance works. The Operator shall supply and keep onboard minimum of two nos. suitable line adequate for pull back operation at SPM and also of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to the Port for verification at the time of taking over the tug on hire and subsequently

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		whenever the same is required. The certificate should not be more than 6 months old at the time of commencement of contract and the certificate to be renewed periodically as per rules. The tug should have side towing facility.
K.	Communication	Minimum 2 Nos. of VHF International Marine frequencies.
L.	Bridge	All major equipment should have Emergency/ supplementary control from Wheelhouse.
M.	Navigational Equipment	Marine Radar, Echo sounder, Search Light, G.P.S., AIS- Class A, Navtex, VHF DSC etc. Any other equipment as per statutory requirement.
N.	Manning	Tug must be manned as per Statutory Requirements. The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.
O.	Safety Device	Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.
P.	Registration	The tug shall be registered as Indian Coastal Vessel under the Merchant Shipping Act, 1958 as per DGS Order 01 of 2014 or its latest amendment as applicable at the time of vessel construction. The vessel shall sail under Indian Flag.
Q.	Classification	Tug should be classed under any member of IACS
R.	Free Board	Maximum 3 Metres, in way of push/pull location, Push area to be of round curvature.
S.	O.S.D (Oil Spill Dispersant)	O.S.D. 1,000 litres with suitable dispersant tank and spraying Booms/ Arms on both sides of the Tug.
T.	Diesel Generators	Minimum 02 Nos. of DG Sets of adequate capacity
U.	Fenders	Tug shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.
V.	Pilot Landing Platform	Tug should have suitable and safe boarding/ landing platform for Pilot transfer on to the vessel.

ii. **MINIMUM RECOMMENDED MANNING:**

- a) Floating staff– As per the D.G. Shipping safe manning requirements for that type of vessel.
- b) The Operator shall however arrange to keep standby staff to meet contingencies such as sudden sickness, absenteeism, leave reserve etc., for which no extra payment will be made by the Port.

iii. SPACE FOR INFLATABLE BOOM WITH ACCESSORIES FOR OIL SPILL RESPONSE ANTI-POLLUTION OPERATION

In addition to towing, communication and navigation arrangements, tug should have arrangements for storing and deployment of Inflatable Boom and accessories as detailed below which will be supplied by Port and kept onboard to carryout salvage, anti-pollution operations as and when required.

- | | | |
|---|---|--------------------------------------|
| 1 | Inflatable Boom | -250 m with each section of 25 m/50m |
| 2 | Boom reel | -1 no. |
| 3 | Air Pack Inflator | -1 no. |
| 4 | Hydraulic Power Pack | - 1 no. |
| 5 | Accessories | -1 set |
| 6 | (Stowage for Transportability-1 no. Which is a container to keep all the above OSR Equipment's for safe storage and stowage for transportability) | |

2. BROAD SPECIFICATION OF SUBSTITUTE TUG (FOR COMMENCEMENT OF CONTRACT ONLY)

A.	Length O. A	30 to 35 mtrs
B.	Breadth	Moulded 9 to 13 mtrs
C.	Draft	Not more than 6 mtrs at all conditions.
D.	Certificates	Tug should have all statutory certificates as applicable.
E.	Type of Propulsion	CYCLOIDAL or STEERABLE RUDDER PROPULSION or AZIMUTH STERN DRIVE (ASD) with Twin Propeller System.
F.	Bollard Pull	60T and above
G.	Age of the Tug	Not more than 18 years at the time of commencement of contract (As per original Builder Certificate or Class Certificate or Registration Certificate)
H.	Main Engine	Twin engines operation with independent remote control
I.	External Fire Fighting system	For external firefighting, either Diesel driven Fire pump or Engine coupled fire pump (Capacity-Min. 1200 Cu.m/hr.) and Suitable Foam Compound with a minimum of 2,000 Ltrs.
J.	Speed	About 12 knots continuous with full power and under normal weather conditions.
K.	Towing arrangement	Quick release tow hook/towing winch with adequate strength and suitably fendered so as to enable the tug to push/pull as required.

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L.	Communication	Minimum 2 Nos. of VHF International Marine frequencies.
M.	Bridge	All major equipment should have Emergency/supplementary control from Wheel House.
N.	Navigational Equipment	Marine Radar, Echo sounder, Search Light, G.P.S., AIS- Class A, Navtex, VHF DSC etc. Any other equipment as per statutory requirement.
O.	Manning	Tug must be manned as per Statutory Requirements. The Tug with manning to be used for all lawful maritime activities as directed by Deputy Conservator.
P.	Safety devices	Should have appropriate safety devices to work in the close vicinity of vessels carrying inflammable / hazardous cargo.
Q.	Registration	Under the Merchant Shipping Act, 1958 Tug should be Indian Flag Vessel or built in India
R.	Classification	Tug should be classed under any member of IACS.
S.	Free Board	Maximum 3 Metres, in way of push/pull location, Push area to be of round curvature.
T	O.S.D (Oil Spill Dispersant)	O.S.D. 1,000 litres with suitable dispersant tank and spraying Booms/ Arms on both sides of the Tug.
U.	Diesel Generators	Minimum 02 Nos. of DG Sets of adequate capacity
V.	Fenders	Tug shall be provided with strong and adequate rubber fenders at Bow, Stern and all along the length.
W.	Pilot Landing Platform	Tug should have suitable and safe boarding/landing platform for Pilot transfer on to the vessel.

SECTION – V
PERSONNEL

1. **MANNING AS PER STATUTORY REQUIREMENT:** The vessel should have a set of competent and qualified Tug Master and Crew, as required by statutory regulations. When the crew is deployed initially, it shall be done with the consent of the Deputy Conservator of V.O.Chidambaranar Port Authority and any change afterwards if required, shall be carried out with the prior approval of the Deputy Conservator.

2. **MASTER TO EXECUTE PORT'S INSTRUCTION:**

- i. The Master to execute the Port's instructions with the utmost dispatch and to render customary assistance with the vessel's crew. The Master to be under the order of the Ports as regards deployment, agency or other arrangements. The Operator to indemnify the Port against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the vessel's papers.
- ii. If the Port Authority have the reason to be dissatisfied with the conduct or efficiency of the Master, Officer, or crew, the Operator on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change as found necessary. However, the Port shall have the right to demand the change of any Master or other crew.

3. **CREW WAGES AND INSURANCE:**

The Operator shall pay the wages to the crew engaged by them and shall take the insurance policy covering all type of risks of all employees engaged by them.

4. **THE OPERATOR HAS TO ENSURE EXECUTION OF WORK AS INTENDED:** The Operator shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instruction and direction on any matter (Whether mentioned in the contract or not)

5. **CONTRACTOR TO ADHERE THE EMPLOYEES STATE INSURANCE ACT 1948, (34 OF 1948) IF APPLICABLE:**

- (i) If the contractor is likely to employ more than 20 employees, the contractor should have obtained ESI code. Further the contractor should submit the ESI code number and confirm the payments made by them.
- (ii) If the contractor employs less than 20 employees, the contractor has to give the list of employees to be deployed by them. The said contractor should have to pay them employer and employee contribution to, ESI in the code of VOCPA otherwise

payment to contractors will be withheld.

- (iii) If the contractors failed to comply with the above directions, the principal employer i.e V.O.C. PORT AUTHORITY will recover the amount from the contractors bill and make payment to ESI.

6. THE CONTRACTOR SHOULD ADHERE TO EPF ACT, 1952, IF APPLICABLE

- i. The contractor has to comply with all provisions contained in EPF & MP Act,1952.
- ii. The rate quoted in BOQ (Price Bid) shall not include EPF Component. The claim for EPF component shall be admitted as per actual on submission of documentary proof of payment made to EPF Authorities along with full details of manpower deployed and calculation of contribution.

SECTION- VI PAYMENT TERMS

1. **REQUIREMENTS BEFORE COMMENCEMENT OF SERVICE:** On the date of commencement of service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.

If the Operator fails to commencement of service on 11th October 2025, Penalty as per Section VII of Clause no. 2(A) shall be imposed, provided the reason mentioned by the bidder is justified to the entire satisfaction of the Competent Authority VOCPA as per subject tender. This is at the sole discretion of the Chairperson, VOC Port Authority.

2. JOINT INSPECTION FOR ACCEPTING THE TUG

- i. FOR SERVICE (for new built tug/ substitute tug)
- ii. On the date of commencement of contract, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.
- iii. A Joint Inspection will be carried out at V.O. Chidambaranar Port Authority before the tug is accepted for service in the Port to assess the condition, capability and performance of the tug and the quantity of fuel, fresh water and OSD on board.
- iv. The tug will be declared ON-HIRE from the time, the Dy. Conservator declaring after pursuing the report of Joint survey and verification of all the relevant certificates, various documents viz., Registration certificate, Bollard Pull test certificate, Insurance certificate, Classification certificates, record of safety equipment, other statutory certificates, test certificate of rope, list of crew and site staff etc. and satisfy the Port of all other requirements.
- v. The Bunker survey will be carried out in the presence of a Marine Surveyor to assess the quantity of fuel, fresh water and OSD on board.
- vi. The cost of the quantity of liquids (fuel & fresh water) remaining on board (ROB) would be reimbursed / settled at the end of the contract by the Port and the contractor respectively as per the price prevailing at Tuticorin.
- vii. For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.

3. ON-HIRE/OFF-HIRE SURVEY:

A joint on-hire/off-hire survey will be conducted at V.O. Chidambaranar Port Authority by competent surveyors. On-hire survey shall be of Operator's time and off-hire survey at Port's time.

4. HIRE CHARGES AND PAYMENT TERMS:

- (a) The Port Authority to pay hire charges as agreed per day or part thereof on pro-rata basis at the end of each calendar month, within 30 days after submission of bill by the Operator, till the period of contract. The monthly bill shall be submitted along with the certificate of satisfactory service issued by the Deputy Conservator or his representative.
- (b) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

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- (c) The invoice should contain the following information:
- 1) Name of the customer: V. O. CHIDAMBARANAR PORT AUTHORITY
 - 2) GSTIN of customer: 33AAALT0206D1ZP
- (d) GST will be paid extra as applicable.
- (e) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- (f) NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.
- (g) Payment will be made only in INDIAN RUPEES.
- (h) Any claim for interest will not be entertained by the VOCPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the VOCPA in making payment.

5. ON-HIRE AND OFF-HIRE SURVEY CHARGES:

On-hire and off-hire survey charges shall be borne by the successful bidder.

6. EXPENDITURE DUE ON OPERATOR'S ACCOUNT:

All operational costs including wages, (Minimum Wages Act or any other act,) ESI Act, EPF Act, allowances, victualling insurance, (personnel, Hull and machinery, protection and indemnity) will be borne by the Operator. The expenses for repairs, periodical/mandatory survey and other requirements to keep the tug operational will be to the Operator's account and the period during the absence of the tug from duty or inability of tug to perform due to above or any other reasons, will result in nonpayment of hire charges for a period the tug has not been made available to the Port Authority, on pro-rata basis and will be regulated with applicable penalty.

7. FUEL CONSUMPTION:

During the course of chartering, if the fuel consumption of the tug is found above the declared consumption per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate.

In case the offered Tug is not available for operation, that means that the tug becomes inoperative/breakdown and includes the down time period, then a sister tug/s or substitute tug/s with similar/ better specification shall be provided as a replacement by the contractor at no extra charge from or before 30th day from the time and date the offered Tug is inoperative/ breakdown. However, in case the fuel consumption of the substitute tug/s at 100% MCR exceeds the fuel oil consumption of offered tug at 100% MCR, then the port would recover the cost towards the excess consumption of fuel from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate. Blank spaces in **Annexure - 18** (Fuel consumption of the Tug) are to be filled up without any alterations to the format, failing which bid will be summarily rejected.

8. CHARGES FOR FUEL, WATER AND ANTI-POLLUTANTS ETC.

- (i) Diesel, Electricity at offshore and fresh water required for the above work will be supplied by the Port at free of cost. The diesel used for Port's own tugs will be supplied to hired tug. However, if the hired Tug requires diesel of different grade, the same will be supplied by Port if available in Tuticorin. Accordingly, the difference in the cost of diesel has to be borne by the tenderer.

(ii) In case the tug is engaged in fire fighting and or pollution control as ordered by the Port, the cost of foam / chemicals consumed for the fire fighting / pollution control will be reimbursed by the Port as per actual. Shore supply will be provided free of cost subject to availability. Operator should provide necessary cable / plugs, etc. for the same. In case the shore supply is not available, the operator can use their auxiliary engine for the power source and fuel cost will be paid by the port as per the consumption submitted by the bidder.

(iii) All other expenses to be on Operator's Account.

9. MAINTENANCE OF LOGBOOK:

(A) Logbook should be maintained by the Operator and made accessible to Port and written in English. The Logbook shall be verified by the Port Authority.

(B) The Port Authority or their representatives will give the master all instructions in English and the Master and the Engineer to keep full and correct logs. The logbook shall be checked and certified by the Port or their representative.

10. MOBILISATION AND DEMOBILISATION CHARGES:

The Contractor shall bear all expenses for mobilization and demobilization.

11. OPERATOR TO MAKE GOOD THE LOSS IN CASE OF DAMAGE TO PORT/ OTHER PROPERTIES AND POLLUTION OF PORT WATERS:

The Operator shall be liable for Pollution damage and the cost of cleanup which has occurred due to the Operator's and /or the Operator's personnel by willful wanton, intentional acts or omission or gross negligence which cause or allow the discharge, spills or leak of any leaks of any pollutants from the tug, what-so-ever as per rules.

12. TUG TO CARRY OUT SALVAGE OR ANTI-POLLUTION OPERATION AS DIRECTED BY PORT AUTHORITY.

No salvage shall be undertaken without the explicit orders of the Port to the Operator. Cost of additional salvage insurance taken with the consent of the port will be reimbursed by the port.

13. MISCELLANEOUS:

(a) The Tug shall be exempted from all port charges only during the contract period.

(b) The Port shall provide safe berthing facilities to the tug during the contract period.

(c) The port may provide office space in the Port premises to the contractor on payment basis as per the norms and as per the SOR of the Port subject to availability.

SECTION VII

PENALTY

1. CONDITIONS FOR IMPOSING PENALTY

If the vessel is inoperative and/or unavailable and the Port is denied use of the vessel, penalty will be levied as per para 2 below, in addition to non-payment of hire charges.

2. RATE OF PENALTY:

(A) PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract on 11th October 2025 and tug to be deployed for service as stipulated in TUG REQUIREMENT clause no.6 of section-III.

If the contractor fails to comply with the date for commencement of contract, on 11th October 2025, penalty will be levied as stated below: -

- Up to 2 months (later than 11th October 2025) = 40 % on daily hire charges
- 2 months to 6 months = 50 % on daily hire charges.
- Beyond 6 months = 100 % on daily hire charges

(B) PENALTY FOR DELAYING DEPLOYMENT OF NEW BUILT TUG

If the newly built tug as per ASTDS is not deployed within 18 months from the date of commencement of the contract, penalty will be imposed @ 25% of quoted rate per day + GST or part thereof for the delayed period till for another 02 months. If the newly built tug is not deployed within 20 months (18 months from the date of commencement of the contract + 02 months penalty period), the contract/s shall be liable to be terminated and the Performance Security will be forfeited.

(C) PENALTY FOR NON AVAILABILITY OF TUG DURING CONTRACT

- i) If the Tug fails to perform/provide service fulfilling the contractual obligations, penalty will be imposed.
- ii) The contractor shall provide a substitute tug of suitable type and capacity or higher (as per tender requirement clause-11 of Section-III) from 7th day onwards, whenever the Tug is not available beyond its accumulated down time of 6 days.
- iii) From the time and date of such in- operation / non-availability after allowing any down time to the credit of the operator up to the time and date of break down / in -operation as per the Clause 10 of Section III – Scope of work.
 - Up to 7 days=40 % of hire charges per day on Pro-rata basis +100% Non-payment of hire charges per day on Pro-rata basis.
 - 8 to 14 days=50% of hire charges per day on Pro-rata basis + 100% Non-

payment of hire charges per day on Pro-rata basis.

- Beyond 14 days=100% of hire charges per day on Pro-rata basis + 100% Non-payment of hire charges per day on Pro-rata basis.

For non-availability for part of the day, proportionate charges will be deducted. (basis of calculation first slab) i.e. Penalty up to 7 days.

Minimum non-availability is 30 minutes and above & in multiples of half an hour.

Ex: If the tug is non available up to 30 minutes no penalty. Beyond 30 or above upto 60 minutes, the penalty will be calculated for half an hour. If the non-availability is beyond 60 minutes upto 90 minutes, the penalty will be calculated for one hour and so on.

- iv) However, if the contractor is not providing a tug as per the contract even after a lapse of 36 days (6 days down time + 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.

(D) PENALTY FOR LESSER BOLLARD PULL

Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period at contractor's cost. In case Bollard Pull of tug is not meeting the required pull, penalty equivalent to 2% of the charter rate per day + GST for each tonne or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below 92% of the required Bollard pull (60T), the Port reserves the absolute right to terminate the contract forthwith

SECTION – VIII

GENERAL CONDITIONS OF CONTRACT

1. TERMINATION FOR DEFAULT / DEBARMENT:

- (a) The Port may, without any prejudice to any other remedy for breach of contract, by written notice of default sent to the Bidder, terminate the contract in whole or in part:
- i. If the Bidder fails to commence the contract within the period as specified in the contract or any extension granted by the Port.
 - ii. If the Bidder fails to perform any other obligation under the contract and does not cure after receipt of a notice of default, its failure within the time specified by the Port in the notice. The notice of default shall specify the nature of default as well as the time within which the default has to be cured by the Bidder.
 - iii. The Bidder shall be debarred if he has been convicted of an offence.
 - 1) Under the prevention of corruption Act, 1988 or
 - 2) The Indian Penal code or any other Law for the time being enforced, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
 - 3) If the Bidder has breached the code of Integrity.
- (b) In case of termination of contract for default by the bidder, the bidder will be banned for a period of up to 3 years to participate in any of the future tender of VOC Port Authority.
- (c) “The contract may be terminated by VOCPA by giving written notice to the bidder, at least 30 days in advance and bidder shall not have right of any claim on VOCPA on account of such termination, if they don’t comply the above conditions Clause No.1 a) and b)”
- (d) If bidder is found debarred or de-listed from any government, semi- government agency or PSUs during scrutiny of bids, their bid is liable to be rejected.
- (e) If bidder is found debarred or de-listed from any government, semi- government agency or PSUs during the contract period, their contract will be terminated by giving 30 days of advance notice and their Performance Bank Guarantee shall be forfeited.
- (f) The V.O.C Port Authority has the right to foreclose the contract for National security, National emergency and in general public interest or for any reasons, the V.O.C Port Authority feels deemed fit. The V.O.C Port Authority will issue a written notice of not less than six months of the intended foreclosure to the contractor specifying therein reasonable details. The contractor shall continue to work in the notice period at the same terms and conditions.

2. CONDUCT

The Bidder, at all times during the tenure of contract, shall take all measures to prevent any unlawful, riotous or disorderly conduct by or amongst his staff at the site and for the preservation of peace and protection of persons and property at the work site as well as in the neighborhood of the works. The bidder shall not give, charter or otherwise dispose of to any person or persons any arms or ammunition or any kind or permit or offer the same as aforesaid.

3. ARBITRATION

In case of any dispute between the contractor and employer, all the reasonable efforts shall be made for an amicable settlement in the first instance. Upon failure to do so, either party may refer the dispute for settlement through 'conciliation and settlement guidelines' issued by IPA time to time. In case parties fail to arrive any settlement as mentioned above, either party may refer the dispute for arbitration.

Unresolved dispute between the contractor and employer shall be referred to arbitrators to be appointed in accordance with the provisions of the arbitration and conciliation Act, 1996 or statutory amendments and modifications thereof. Arbitration shall be held in Thoothukudi. The arbitration proceedings shall be in English.

The disputes so raised shall be referred to a panel of three Arbitrators, of which one to be appointed by the VOCPA and other by the contractor. The presiding arbitrator will be appointed by the arbitrators appointed by both the parties herein. The Arbitration proceedings shall take place in Thoothukudi or Administration building, VOCPA, Thoothukudi only and same shall be under Jurisdiction of Court of Thoothukudi.

4. MANAGER

The contractor shall provide a Manager locally who will be responsible for all the operations, necessary communications with the office and documentations with the decision-making capabilities.

5. PROTECTION OF ENVIRONMENT

All measures and aspects to be adapted to protect the environment.

6. SAFETY REGULATIONS

Working personnel should wear proper PPE and follow the safety regulations. The contractor shall be responsible for the safety of all activities at the Site.

7. STAFF PASS

Port Entry Passes will be issued for the operational staff, Manager, shore staff & their vehicles. However, RFID card to be purchased from Pass section at contractor's cost.

8. PRICES

The bidder should make sure that their offer is firm and without any condition which will have any financial implication. Only the price that appears in the Price bid will be considered.

9. DEVIATION

The BIDDERS shall not offer and/or submit any counter conditions. Tenders containing counter conditions shall be rejected.

10. ALTERATION

Any alteration, omission or cancellation made to the tender must be authenticated by the Bidder's signature.

11. ALTERNATIVE/CONDITIONAL TENDER

In the event any bidder offers any alternative proposal in this tender and/or incorporate any condition the tender shall be considered as non-responsive and rejected.

12. BRIBES

The offer of bribes or other inducement to any person with a view to influence the placing of the contract will result in the unconditional rejection of the tender.

13. ASSIGNMENT AND SUBLETTING

The bidder shall not assign lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contact liable for termination and the Performance Bank Guarantee shall be forfeited.

14. ALCOHOLIC LIQUOR OR DRUG

The contractor shall not otherwise than in accordance with statutes, Ordinances and government regulations or orders for the time being in force, import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

15. PERSONAL PROTECTIVE EQUIPMENT (PPE)

The contractor shall be solely responsible for the supply of required PPE to his workers at his own cost and he shall also ensure the use of PPE such as helmets, nose masks, hand gloves, Boiler suits, safety shoes, raincoats by his staff at site.

16. ADDRESS

GST address will be considered for all future correspondence as per Annexure-9

17. CANTEEN FACILITIES

The canteen facilities may be availed by the contractor on chargeable basis for the contractor and his personnel deployed.

18. PORT CHARGES

Tug shall be exempted from Port charges during ON-HIRE period. Berthing facilities will be provided to the Tug free of cost as per the convenience of the Port. However, during the OFF-HIRE period, the charges are applicable as per the Scale of Rate.

19. The latest guidelines, Amendments and SOP from DG Shipping & Ministry of Ports, Shipping & Waterways shall be applicable for this tender.
20. In the event of any of its workers raising any demand/dispute on employment or terms and conditions of service or any such matter, the contractor shall resolve the same without interruption of service and the functioning of the Port. However, there shall be no claim for employment or any other monetary benefits from the Port.
21. The Port Authority reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving 90 days advance notice due to non-satisfactory performance / deviation from tender conditions, in execution of contract.
22. The Employer (VOCPA) shall not be responsible and liable for any damage. / accident / loss / death / compensation payable to any workman or other person in the employment of the contractor / injury suffered by any of the contractor's staff due to errors of the Supervisor / staff or any reason whatsoever.
23. Employer Liability Insurance: If applicable the Contractor shall indemnify and keep indemnified the Employer i.e. VOCPA against all damages or compensation payable at Law in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contractor or Sub- Contractor against all claims, demands, proceedings, costs, charges and expenses whatsoever in respect thereof on in relation thereto and the Employer shall be at liberty to deduct or adjust from the Contractor's bills an amount that employer may be called upon to pay towards claims, demands, proceedings,

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

costs, charges and expenses whatsoever in respect of or in relation to any accident or injury referred to above without any reference to the Contractor.

- 24.** The Contractor is liable to pay all Statutory Compensation of the Labourers / persons engaged by him for the satisfactory execution of the works, as applicable. If any claim is made against V.O. Chidambaranar Port Authority on this work, the Port Authority shall have the right to deduct the same from the bill amount payable to the contractor after verification of the validity and if admissible as per rules.
- 25.** The Operator shall supply and keep onboard minimum of two no. of 100m long and 2 Nos. of 50m long ropes of adequate diameter and strength for towing purpose. The ropes should have been tested and certified. A copy of the test certificate shall be submitted to the Port for verification at the time of taking over the tug on hire and subsequently whenever the same is required. The certificate should not be more than 6 months old at the time of signing agreement and the certificate to be renewed periodically as per rules.
- 26.** The tug should be capable of pushing in way of flare/ curvature of the ship's / vessel's bow / stern (i.e. Tug structure should not hinder the shipping operation).
- 27.** The tug should be capable of side towing barges (During berthing / un berthing operation).
- 28.** Except as otherwise stated in the Contract agreement or as may be agreed from time to time, the Operator shall provide and /or pay for all requirements, costs, or expenses relating to the vessel, master, and crew which without prejudice to the generality of the outgoing shall include.
- 29.** Dry-docking, repairs, docking for the Operator's purpose, and all the expenses associated therewith.
- 30.** Provisions, wages, ESI Act, EPF Act etc., shipping and discharging fees and all other expenses of the Masters/Officers and Crew.
- 31.** Deck, cabin and engine room stores.
- 32.** Adequate No. of towing ropes tested and certified.
- 33.** Marine and War Risk Insurance of the vessel
- 34.** Fumigation and de-ratting exemption (Ship Sanitation) certificate
- 35.** All customs/Import duties arising in connection with any of the fore-going

SECTION – IX
SETTLEMENT OF DISPUTES

1. PORT ENTITLED FOR ALL PROTECTION AND DEFENCE:

Notwithstanding the contractual obligations, the Port shall be entitled to all protections and defenses under the provisions of the Major Port Authorities Act, 2021 and the Indian Ports Act, 1908 including any amendments/changes that may be incorporated from time to time.

Deputy Conservator

SECTION – X
Annexures 1 to 19

Annexure – 1
(Page 1 of 2)

LETTER OF APPLICATION

Registered business name :

Registered business address :

Telephone :

Fax :

E – Mail :

To

The Deputy Conservator,
V.O. Chidambaranar Port Authority,
Tuticorin 628 004.
INDIA.

Sir,

1. We hereby apply to be bidder for the Supply, Manning, Operation and Maintenance of 1 no 60T and above Bollard Pull Highly Maneuverable ASD Tug to be built as per the ASTDS standard for V.O.C Port on hire basis for the period of seven years for V.O. Chidambaranar Port Authority.
2. We authorize V.O. Chidambaranar Port Authority or its authorize representatives to conduct any investigations to verify the statements, documents and information submitted and to clarify the financial and technical aspects of this application. For this purpose, we hereby authorize any public official, engineer, bank depositor, manufacturer, distributors, etc. or any other persons or firm to furnish pertinent information deemed necessary and requested by V.O. Chidambaranar Port Authority to verify statements and information provided in this application or regarding our competence and standing.
3. The names and positions of persons, who may be contacted for further information, if required, are as follows:
 - (a) Technical
 - (b) Financial
 - (c) Personnel

4. We declare that the statements made and the information provided in the completed tender are complete, true and correct in every detail.
5. We understand that V.O. Chidambaranar Port Authority reserves the right to reject any tender without assigning any reasons.
6. We undertake that no change has been made in Tender document issued.

Yours faithfully,

(Authorised representative of applicant)

Date:

Encl: 1.
2.
3.

GENERAL INFORMATION

Company Name:

1. Head Office address :
 Fax No. :
 Telephone No. :
 E-Mail ID :
2. Regional office address (if any) :
 Fax No. :
 Telephone No. :
 E-Mail ID :
3. Local office address (if any) :
 Fax No. :
 Telephone No. :
 E-Mail ID :

- Main lines of business :
1. Since :
 2. Since :
 3. Since :
 4. Since :
 5. Since :
 6. Since :
 7. Since :
 8. Since :

* Attach copy of certificate of registration and Ownership

Signature

Seal

FINANCIAL DATA

Summary of assets and liabilities on the basis of the audited financial statement* of the last three financial years ending March -2023

	Year1	Year2	Year3
1. Total assets			
2. Current assets			
3. Total liabilities			
4. Current liabilities			
5. Net worth (1 – 3)			
6. Working capital (2 – 4)			
7. Turnover			
8. Operating Income			
9. Operating expenditure			
10. Operating Surplus			

B.

1. Name/address of commercial bank providing credit line.

2. Total amount of credit line :

* Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.

SIGNATURE
SEAL.

C. FINANCIAL STATUS

Sl. No.	Financial year	Total turnover in Rs.
1.	2020-2021	
2.	2021-2022	
3.	2022-2023	

Attach copies of the audited financial statements, duly notarized, consisting of profit and loss account, balance sheet, etc.

Signature of Contractor

Seal.

3. List of all on going contracts

Name of work/contract	Value	Name of	Port	Work still to be completed	Scheduled date of completion
-----------------------	-------	---------	------	----------------------------	------------------------------

Total values

Signature

Seal

Note:

1. The tenderer shall furnish Notarized copy of Agreements /work order, Completion certificate issued by the client with value and wherever client is Non- Government Department/ Undertaking, TDS Certificate evidencing payment of the same paid to the tenderer (FORM 16 A) to be attached..

Details of Past experience

List of all contracts executed during the last **SEVEN (7)** years similar in nature to the contract for which this tender is made:

Nature of Work	Total value (in INR)	Value for which tenderer was responsible**	Contract		Period	Name & address of clients.
			Scheduled time		Period of Contract	
			From	To		

* Refers primarily to the physical size of the works.

** In case tenderer participated as a sub-Operator to another agency

Signature

Seal

DETAILS OF PAST EXPERIENCE OF TENDERER IN EXECUTION / MANAGING OF SIMILAR CONTRACTS AND CURRENT FOR THE LAST **THREE** YEARS:

NAME OF TUG	PERIOD OF CONTRACT / HIRE	NAME OF OWNER	SPECIFICATION OF TUG	NO. OF DAYS TUG WAS MADE AVAILABLE
-------------	---------------------------	---------------	----------------------	------------------------------------

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

M-TECH/60T BP and above Tug/ASTDS/2024-25

**FORMAT FOR FURNISHING
TECHNICAL SPECIFICATION OF TUG**

1. Gross Tonnage :
2. Net Tonnage :
3. Bollard Pull (Steady/
sustained & Maximum) :
4. Year of Built :
5. L.O.A :
6. Breadth :
7. Depth :
8. Draft :
9. Certification
10. Registration :
11. Classification :
12. Main Propulsion Engine :
13. Diesel Generators :
14. Propulsion and steering :
15. Flag/Nationality :
16. Auxiliaries :
17. Speed :
18. Fuel Capacity :
19. Fresh Water Capacity :
20. Towing arrangement :
21. Communication :
22. Safety devices :

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

23. External firefighting system :

24. Navigation Equipment:
(Marine Radar, Echo
sounder, Search Light
G.P.S., Navtex)

25. Manning, :
(As per requirement of
statutory Authority)

26. Free board :

27. Towing lines

Suitable for towing.

(All towing lines will be in unfrayed
condition with adequate strength, all
towing lines to be supplied by
Operator and should be tested
and certificate)

28. Fenders

29. Pilot landing plat form

Note: The specification of the new built Tug for which tendering is made shall be descriptive in nature with all technical particulars without any ambiguity as per ASTDS / Clause No. 1 of section -VI and for substitute Tug as per Clause No. 6(iii) of section -III.

Signature

Seal

COMPANY SEAL with date

SIGNATURE OF BIDDER

**SPECIMEN FORM OF BANK GUARANTEE BOND FOR PERFORMANCE
SECURITY**

(To be executed in Rs.100/- non-judicial stamp paper)

1. In consideration of the Chairperson representing the Board of _____ of V.O.Chidambaranar Port (hereinafter called the Port) having agreed to exempt _____ (hereinafter called “ the said Operator(s)” from the demand under the terms and conditions of contract awarded in No..... dated made between and for(hereinafter called “the said Agreement”) of Performance Security for the due fulfillment by the said Operator(s) of the terms and conditions contained in the said agreement, on production of Bank Guarantee for Rs.....(Rupees.....only) we,(hereinafter referred to as “the Bank”) at the request of Contractor(s) do hereby undertake to pay to the Port an amount not exceeding Rs.....against any loss or damage caused to or suffered or would be caused to or suffered by the Port by reason of any breach by the said operator(s) of any of the terms or conditions contained in the said agreement.

2. We, Bank Limited do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Port stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Port by reason of any breach by the said operator(s) of any of the terms and conditions contained in the said agreement or by reason of the operator(s) failure to perform the said agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs.....

3. We, Bank Limited, undertake to pay to the Port any money so notwithstanding any dispute or disputes raised by the contractor(s) in any suit or producing before any court or Tribunal relating thereto our liability under this present being absolute and unequivocal.

4. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and operator(s) shall have no claim against us for making such payment.

5. We,.....(indicate here the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the Port under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till the Marine Department, V.O.Chidambaranar Port Authority

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said operator(s) and accordingly discharges this guarantee.

Unless a demand or claim under this guarantee is made on us in writing within six months from the date of expiry of the validity of the guarantee period we shall be discharged from all liability under this guarantee thereafter provided further that the Bank shall at the request of the Port but at the cost of contractors renew or extend this guarantee for such further period or periods as the Port may require.

- 6. We,(Indicate here the name of the Bank) further agree with the Port, that the Port shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor (s) from time to time or to postpone for any time from time to time any of the powers exercisable by the Port against the said operator(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said operator(s) or for any forbearance, act or omission on the part of the Port, or any indulgence by the Port to the said operator(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision have effect so relieving us.

- 7. This guarantee will not be discharged due to the change in the constitution of the Bank or the contractor(s).

- 8. We,(Indicate here the name of the Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Port in writing.

- 9. This guarantee is valid up to (period)

Dated theday of 2024

of for

.....

(Indicate here the name of the Bank)

FORMAT FOR SIGNING AGREEMENT
(To be executed in Rs.100/- non-judicial stamp paper)
V.O. CHIDAMBARANAR PORT AUTHORITY
MARINE DEPARTMENT

THIS AGREEMENT made thisday of2024 (Two thousand.....) between the Board of the Port of V.O.Chidambaranar, a body corporate under Major Port Authoritys Act,2021 (hereinafter) called the 'Board' which expression shall, unless excluded by or repugnant to the context, be deemed to include the successors in office on the part AND (Hereinafter) called the 'Operator' which expression shall, unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators, representatives and assigns or successors in office on the other part.

WHEREAS the Board of the Port of V.O. Chidambaranar is desirous of hiring one 60 T BP AND ABOVE ASTDS TUG for pilotage operations as per terms of reference.

WHEREAS the Operator has offered to supply, man and operate such tug/tugs and whereas the Board has accepted the tender of the Operator and WHEREAS the Operator has furnished a sum of Rs..... (Rupees) as Earnest Money Deposit at the time of tendering, which will be released after the submission of Performance Security (i.e. 5% of the Contract value) as per clause 3.6 of Section II - Instructions to Tenderers.

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS

In this agreement words and the expression shall have the same meanings as are respectively assigned to them in the terms & conditions.

The following documents shall be deemed to form and be read and construed as part of this agreement viz.

- | | | | |
|-----|--------------------------------|---|--------------|
| 1. | Tender Notice | - | Section I |
| 2. | Invitation to tenders | - | Section II |
| 3. | Scope of work | - | Section III |
| 4. | Specification | - | Section IV |
| 5. | Personnel | - | Section V |
| 6. | Payment terms | - | Section VI |
| 7. | Penalty | - | Section VII |
| 8. | General Conditions of contract | - | Section VIII |
| 9. | Settlement of Dispute | - | Section IX |
| 10. | Annexures | - | Section X |
| 11. | Price Schedule | - | Section XI |

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

The Operator hereby covenants with Board of V.O. Chidambaranar Port Authority to :
“Supply, Manning, Operation and Maintenance of 1 no 60T and above Bollard Pull Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C Port on hire basis for the period of seven years on hire basis in conformity with the terms of reference and provision of the Agreement.

The Board of V.O. Chidambaranar Port hereby covenant to pay the Operator in consideration of the: “Supply, Manning, Operation and Maintenance of 1 no 60T and above Bollard Pull Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C Port on hire basis for the period of seven years” total value of Rs..... (Rupees..... only) which includes all taxes, duties, etc. as leviable on date in consideration of supply, Manning, operation and maintenance of 60 T B.P. Tug in the Manner prescribed by the Contract. The Board shall pay to the Operator the contract price as stated in Section XI. (Price Schedule)

If I/We fail to commence the work specified in the Notice Inviting Tender I/We agree that the said Chairperson, V.O. Chidambaranar Port Authority or his successors in office shall, without prejudice to any other right or remedy, be at the liberty to forfeit the said Performance Security (absolutely).

IT WITNESS WHEREOF the parties here into have set their hands and seals the day and year first written.

The common seal of the of
V.O. Chidambaranar Port was hereinto affixed.

and

The Chairperson thereof has set his

CHAIRPERSON OF THE hand in the presence of BOARD OF TUTICORIN.

(witness with addresses)

Signed and sealed by

The OPERATOR in the presence of
OPERATOR.

(witness with addresses)

PROFORMA OF INTEGRITY PACT**General**

This pre-bid pre-contract Agreement (hereinafter called the Integrity Pact) is made on ____ day of the _____ (month and year) between, on one hand, the President of India, acting through Shri _____, [designation of the officer], V.O.Chidambaranar Port Authority, Government of India (hereinafter called the "PORT", which expression shall mean and include, unless the context otherwise requires, his successors in office and assigns) of the First Part and M/s _____ represented by Shri _____, (hereinafter called the "BIDDER/Seller" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

WHEREAS the PORT proposes to execute the work "Supply, Manning, Operation and Maintenance of 1 no 60T and above Bollard Pull Highly Maneuverable ASD (Azimuth Stern Drive) Tug to be built as per the ASTDS standard for V.O.C Port on hire basis for the period of seven years". and the BIDDER/Seller is willing to offer/has offered the stores and

WHEREAS the BIDDER is a Private Company / public company / Government undertaking/ Partnership / Register export agency, constituted in accordance with the relevant law in the matter and the PORT is a Ministry of the Government of India performing its functions on behalf of the President of India.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and subsequent to the currency of the contract entered into with a view to:

Enabling the PORT to obtain the desired said work at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and

Enabling BIDDERS to abstain from bribing or indulging in any corrupt practice in

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PORT will commit to prevent corruption, in any form, by its officials by following transparent procedures. The parties hereto hereby agree to enter into this Integrity Pact and agree as follows:

Commitments of the PORT

1.1. The PORT undertakes that no official of the PORT, connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER, either for themselves or for any person, organisation or third party related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

1.2. The PORT will, during the pre-contract stage, treat all BIDDERS alike, and will provide to all BIDDERS the same information and will not provide any such information to any particular BIDDER which could afford an advantage to that particular BIDDER in comparison to other BIDDERS.

1.3. All the officials of the PORT will report to the appropriate Government office any attempted or completed breaches of the above commitments as well as any substantial suspicion of such a breach.

2. In case any such preceding misconduct on the part of such official(s) is reported by the BIDDER to the PORT with full and verifiable facts and the same is prima facie found to be correct by the PORT, necessary disciplinary proceedings, or any other action as deemed fit, including criminal proceedings may be initiated by the PORT and such a person shall be debarred from further dealings related to the contract process. In such a case while an enquiry is being conducted by the PORT the proceedings under the contract would not be stalled.

Commitments of BIDDERS

3. The BIDDER commits itself to take all measures necessary to prevent corrupt practices, unfair means and illegal activities during any stage of its bid or during any pre-contract or post-contract stage in order to secure the contract or in furtherance to secure it and in particular commit itself to the following:

3.1. The Bidder will not offer, directly or through intermediaries, any bribe, gift,

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the Port, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the Contract.

3.2. The BIDDER further undertakes that it has not given, offered or promised to give, directly or indirectly any bribe, gift, consideration, reward, favour, any material or immaterial benefit or other advantage, commission, fees, brokerage or inducement to any official of the PORT or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Government for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Government.

3.3. BIDDERS shall disclose the name and address of agents and representatives and Indian BIDDERS shall disclose their foreign principals or associates.

3.4. BIDDERS shall disclose the payments to be made by them to agents/ brokers or any other intermediary, in connection with this bid/contract.

3.5. The BIDDER further confirms and declares to the PORT that the BIDDER is the original manufacturer / integrator / authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PORT or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

3.6. The BIDDER, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PORT or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

3.7. The BIDDER will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

evaluation, contracting and implementation of the contract.

3.8. The BIDDER will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

3.9. The BIDDER shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PORT as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER also undertakes to exercise due and adequate care lest any such information is divulged.

3.10. The BIDDER commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

3.11. The BIDDER shall not instigate or cause to instigate any third person to commit any of the actions mentioned above.

3.12. If the BIDDER or any employee of the BIDDER or any person acting on behalf of the BIDDER, either directly or indirectly, is a relative of any of the officers of the PORT, or alternatively, if any relative of an officer of the PORT has financial interest/stake in the BIDDER's firm, the same shall be disclosed by the BIDDER at the time of filing of tender.

The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act, 1956.

3.13. The BIDDER shall not lend to or borrow any money from or enter into any monetary dealings or transactions, directly or indirectly, with any employee of the PORT.

4. Previous Transgression

4.1. The BIDDER declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprise in India or any Government Department in India that could justify BIDDER's exclusion from the tender process.

4.2. The BIDDER agrees that if it makes incorrect statement on this subject, BIDDER can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

5. Earnest Money (Security Deposit)

5.1. While submitting a commercial bid, the BIDDER shall deposit an amount ₹ _____/- (to be specified in RFP) as Earnest Money / Security Deposit, with the Port through any of the following instruments:

- (i) Bank Draft or a pay order in favour of _____
- (ii) A confirmed guarantee by an Indian nationalized bank, promising payment of the guaranteed sum to the PORT on demand within three working days without any demur whatsoever and without seeking any reasons whatsoever. The demand for payment by the PORT shall be treated as conclusive proof of payment.
- (iii) Any other mode or through any other instrument (to be specified in the RFP)

5.2. Earnest Money (Security Deposit) shall be valid up to a period of Seven years or the complete conclusion of the contractual obligations to the complete satisfaction of both the BIDDER and the PORT, including warranty period, whichever is later.

5.3. In case of the successful BIDDER a clause would also be incorporated in the Article pertaining to Performance Bond in the Purchase Contract that the provisions of Sanctions for Violation shall be applicable for forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

5.4. No interest shall be payable by the PORT to the BIDDER on Earnest Money (Security Deposit) for the period of its currency.

6. Sanctions for Violations

6.1. Any breach of the aforesaid provisions by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER) shall entitle the PORT to take all or any one of the following actions, wherever required:

- (i) To immediately call off the pre-contract negotiations without assigning any reason or giving any compensation to the BIDDER. However, the proceedings with the other BIDDER(s) would continue.
- (ii) Earnest Money (Security Deposit) (in pre-contract stage) and/or Security Deposit/Performance Bond (after the contract is signed) shall stand forfeited either

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

fully or partially, as decided by the PORT and the PORT shall not be required to assign any reason therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER.

(iv) To recover all sums already paid by the PORT, and in case of an Indian BIDDER with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER from the PORT in connection with any other contract for any other stores, such outstanding payment could also be utilised to recover the aforesaid sum and interest.

(v) To encash the advance bank guarantee and performance bond/warranty bond, if furnished by the BIDDER, in order to recover the payments, already made by the PORT, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER. The BIDDER shall be liable to pay compensation for any loss or damage to the PORT resulting from such cancellation/rescission and the PORT shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER.

(vii) To debar the BIDDER from participating in future bidding processes of the Government of India for a minimum period of five years, which may be further extended at the discretion of the PORT.

(viii) To recover all sums paid in violation of this Pact by BIDDER(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrevocable Letters of Credit have been received in respect of any contract signed by the PORT with the BIDDER, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PORT to forfeit the same without assigning any reason for imposing sanction for violation of this Pact.

6.2. The PORT will be entitled to take all or any of the actions mentioned at para 6.1

(i) to (x) of this Pact also on the Commission by the BIDDER or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER), of an offence as defined in Chapter IX of the Indian Penal Code, 1860, or Prevention of Corruption Act, 1988, or any other statute enacted for prevention of corruption.

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

6.3. The decision of the PORT to the effect that a breach of the provisions of this Pact has been committed by the BIDDER shall be final and conclusive on the BIDDER. However, the BIDDER can approach the Independent Monitor(s) appointed for the purposes of this Pact.

7. Fall Clause

7.1. The BIDDER 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 Government of India or PSU and if it is found at any stage that similar product/systems or sub system was supplied by the BIDDER to 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 PORT, if the contract has already been concluded.

8. Independent Monitors

8.1. The PORT has appointed Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission. The Independent External Monitors appointed by Port are as follows:

1. Shri Trivikram Nath Tiwari, ILS Rtd,
301-B, Black – 3B, HIG DDA Flats,
Rani Jhansi Road, DDA complex,
Moti Khan,
New Delhi-110055
Phone No.9871788277
e-mail i.d –trivikramnt@yahoo.co.in

2. Shri. Hernanprit Singh,
12, Bevedre Road,
Alipore, Kolkata-700027
hermanprit@gmail.com

8.2. The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

8.3. The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

8.4. Both the parties accept that the Monitors have the right to access all the documents relating to the project/procurement, including minutes of meetings.

8.5. As soon as the Monitor notices, or has reason to believe, a violation of this Pact, he will so inform the Authority designated by the PORT.

8.6. The BIDDER(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the PORT including that provided by the BIDDER. The BIDDER will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER/Subcontractor(s) with confidentiality.

8.7. The PORT will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the parties. The parties will offer to the Monitor the option to participate in such meetings.

8.8. The Monitor will submit a written report to the designated Authority of the Port / Secretary, in the Department/ within 8 to 10 weeks from the date of reference or intimation to him by the PORT / BIDDER and, should the occasion arise, submit proposals for correcting problematic situations.

9. Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PORT or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER and the BIDDER shall provide necessary information and documents in English and shall extend all possible help for the purpose of such examination.

10. Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PORT

11. Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

12. Validity

12.1. The validity of this Integrity Pact shall be from the date of its signing and extend upto 7 years or the complete execution of the contract to the satisfaction of both the PORT and the BIDDER/Seller, including warranty period, whichever is later. In case BIDDER is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

12.2. Should one or several provisions of this Pact turn out to be invalid, the remainder of this pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

13. The parties hereby sign this Integrity Pact at _____ on ____

PORT

Name of the Officer.

Designation

V.O. Chidambaranar Port Authority

Tuticorin

Witness

1. _____

2. _____

BIDDER

CHIEF EXECUTIVE OFFICER

Witness

1. _____

2. _____

E-PAYMENT FORM

To

The Financial Advisor & Chief Accounts Officer,
VO.CHIDAMBARANAR PORT AUTHORITY,
Tuticorin.

Sir,

We hereby give particulars for payment of the Works Bill/Advance etc.

S.No	Particulars	
1	Name of the Contractors/Suppliers	
2	Address of the Contractors/Suppliers	
3	Name of the Work for which payment is made	
4	Estimate No./Agreement No./ Work Order No.	
5	Name of the Bank in which Contractors/Suppliers is operating Account. Either with IOB or SBI or any other Bank (If it is other than IOB or SBI Bank commission plus postage will be deducted)	
6	Address of the Bank	
7	Branch Code No.	
8	Type of Account (Whether SB Account or Current Account)	
9	Account No.	
10	PAN No.	
11	GST Registration No.	
12	IFSC Code	
13	VAT No.	
14	TIN No.	

Yours sincerely,

(Signature of Contractor)

SPECIMEN FORMAT FOR DECLARATION

To

The Deputy Conservator
V.O. Chidambaranar Port Authority
Tuticorin-628004.

Ref: -----

The undersigned, having studied the Tender Document submission for the above-mentioned work, here by states:

- (a) The information furnished in our bid is true and accurate to the best of my knowledge.
- (b) Our firm M/s.-----
has not been banned or blacklisted by any Government, Semi- Government, Agents or PSU'S.
- (c) That in case of being pre-qualified, we acknowledge that the employer may invite us to participate in due time for the opening of Price cover of the tender on the basis of provisions made in the tender documents to follow.
- (d) When the call for tender is issued, if the legal, technical or financial conditions, or the contractual capacity of the firm or joint venture changes, we commit ourselves to inform you and acknowledge your sole right to review the pre-qualification made.
- (e) We enclose all the required pre-qualification data format and all other documents and supplementary information required for the pre-qualification evaluation.
- (f) We also state that no changes have been made by us in the downloaded tender documents and also understand that in the event of any discrepancies observed, the port's tender document and corrigendum is full and final for all legal/contractual obligations.

Date:

Place:

Name of the Applicant:

Represented by (Name & Capacity):

FORM OF BANK GUARANTEE FOR EARNEST MONEY DEPOSIT
(To be executed in Rs.100/- non-judicial stamp paper)

KNOW ALL BY THESE PRESENT that (Name of Bank)a
banking corporation carrying on banking business including Guarantees at Tuticorin and other places and having its office at (Regd. Office address)..... (hereinafter called The Bank which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS Board of V.O.Chidambaranar Port Authority constituted under the Major Port Authoritys Act, 2021 (hereinafter called the board which expression shall unless repugnant to the context of meaning thereof be deemed to include its successors and assigns) had invited tenders for (Name of work) (hereinafter called Tender) as per conditions of the contract, scope of work, Bill of Quantities and specifications covered under the 'Tender'.

AND WHEREAS (Name of Tenderer) (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the contract, the tenderer is required to give a Earnest Money Deposit in form of Bank Guarantee of a Nationalized/Scheduled Bank for the sum of Rs. (Rupees) only.

AND WHEREAS (Name of Tenderer)..... have requested the Bank to furnish a Guarantee to the Board for the sum of Rs. (Rupees only) which the bank has agreed to do in the manner hereinafter appearing.

NOW THIS INDENTURE WITNESSETH that the said Bank doth hereby stand surety for the said sum of Rs. (Rupees only) AND DOTH HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing referring to the terms & conditions of the contract and without questioning the right of the Board to make such demand or the propriety or legality of such demand such sum or sums not exceeding in the whole a sum of Rs. (Rupees only) as may be payable to the Board by the tenderer by reason of withdrawal of his Tender within the validity period

Or

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(Page 2 to 3)

the tenderer makes any modifications in the terms & conditions of his Tender before the expiry of 120 days from the last date of submission of the tender or such time as may be extended by the Board to which tenderer has agreed in writing,

Or

In the event of the tender being accepted by the Board but the tenderer fails to enter into a contract

Or

In the event of the tender being accepted by the Board and the tenderer fails to furnish the performance guarantee as per the terms of the contract in respect of which the decision of the Board shall be final all legally binding.

The said Bank doth further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the day of 2024.

And

If the contract is not awarded by the Board before the expiry of the aforesaid date or such times as may be extended by the Board to which the tenderer has agreed in writing the said Bank undertakes to renew this Guarantee for further period of 60 days or to such extent as agreed by the tenderer at the request of the tenderer and the said Bank doth hereby further covenant and declare that if the said tenderer do not obtain and furnish renewals of this Guarantee as agreed by the tenderer the entire amount of this Bank Guarantee in default of obtaining and furnishing the renewals of this Bank Guarantee, the Bank Guarantee shall become forthwith due and payable to the Board notwithstanding.

B. that the period of the Guarantee of the renewal or renewals thereof has not expired.

Or

C. that the period of Guarantee of the renewal (s) thereof has already expired.

AND THE BANK further declares that notwithstanding anything to the contrary contained herein above, the Bank's liabilities under the Guarantee is restricted to Rs. (Rupees only) and unless a demand in writing under the Guarantee is made with the Bank within the one month from the date of award of the contract all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under.

After invoking the Bank Guarantee by the beneficiaries the bank has to pay the amount within a week after receipt of the communication failing which it will have to pay the beneficiaries interest @ 12% P.A for the delayed payment. (_Bidders who could not get the said interest clause included in the Bank Guarantee is to produce along with the Bank Guarantee, a letter from issuing bank such Bank shall not issue Bank Guarantee with such clause while submitting the tenders_)

Notwithstanding anything contain herein:

- i. Our liability under this Bank Guarantee shall not exceed **(EMD amount**

(Page 3 to 3)

- ii.) Rs.....(Rupees.....only.
- iii. This Bank Guarantee shall be valid upto **(Till the validity of the tender..... and:**
- iv. We are liable to pay the Guaranteed amount or any part thereof under the Bank Guarantee only and only if you serve upon us a written claim or Demand to be received on or before **(One Month after Bank Guarantee validity).....**

IN WITNESS WHEREOF, the duly constituted Attorney(s) of the Bank has/have hereinto set his /their hands and seals on the day of2024 **(Date of the B.G.)**

SIGNED SEALED AND DELIVERED

by the within named

through its duly constituted Attorney

Mr.

&

in the presence of

.....

**JOINT BIDDING AGREEMENT
(IN CASE OF CONSORTIUM)
(To be executed on Non-judicial Stamp Paper of Rs. 100/- value)**

Know all men by these presents that we, -----
----- and ----- (persons and Companies name) (herein
after collectively referred to "the consortium / Joint venture") for execution of tender.

Whereas the V.O. Chidambaranar Port Authority (herein after referred to as "the
Employer") has invited tenders from the interested parties for -----
----- (hereinafter referred to as "the contract").

Whereas the members of the consortium / joint venture are interested in bidding of
the work of ----- in accordance with
the terms and conditions of the tender.

This Joint Venture agreement is executed to undertake the work and role and
responsibility of the firms are ----- (role and responsibilities of each firm for
administrative arrangement for management and execution of contract) and -----
----- (name of the person) of (name of the firm) and -----(name of the
person) and ----- (name of the firm) are the authorized representative of
respective firms.

As whereas it is necessary under the tender conditions for the member of the
consortium / joint venture to appoint and authorize one of them as Lead firm to do all
acts, deeds and things in connection with the aforesaid tender.

We hereby nominate and authorize ----- as our constituted
attorney in our name and on our behalf of do or execute all or any of the acts or
things in connection with the execution of this Tender and thereafter to do all facts,
deeds and things on our behalf and thereafter till the satisfactory completion of work.

And we hereby agree that all acts, deeds and things done by our said attorney shall
be construed as acts, deeds and things done by us and we undertake to ratify and
conform all and whatsoever that my said attorney shall do or cause to be done for us
by virtue of the power hereby given.

In witness hereof we have signed this deed on this the ----- day of -----

**SIGNED SEALED & DELEVERED
DELEVERED**

By with named-----
-----through its
duly constituted attorneys
----- in the presence of

SIGNEDSEALED&

By with named-----
----- through its
duly constituted attorneys
----- in the presence of

Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years

**FORMAT FOR POWER OF ATTORNEY FOR LEAD MEMBER
(IN CASE OF CONSORTIUM / JOINT VENTURE)**

Know all men by these presents that We, _____, _____
_____, _____ and _____
(hereinafter collectively referred to as "the Consortium/joint venture") hereby appoint and authorise _____ Ltd as our attorney.

Whereas the V.O. Chidambaranar Port Authority (V.O. CHIDAMBARANAR PORT AUTHORITY) (hereinafter referred to as "the Employer") has invited applications from interested parties for _____ (hereinafter referred to as "the Contract").

Whereas the members of the Consortium/joint venture are interested in bidding for this assignment in accordance with the terms and conditions of this Tender along with its amendments, addendum and related documents.

And whereas it is necessary for the members of the Consortium/joint venture to appoint and authorize one of them to do all acts, deeds and things in connection with the aforesaid Contract.

We hereby nominate and authorize _____ as our constituted attorney in our name and on our behalf to do or execute all or any of the acts or things in connection with making an application to the _____ — V.O.CHIDAMBARANAR PORT AUTHORITY, to follow up with the V.O.CHIDAMBARANAR PORT AUTHORITY and thereafter to do all acts, deeds and things on our behalf until culmination of the process of bidding and thereafter till the license agreement is entered into with the successful bidder.

And we hereby agree that all acts, deeds and things done by our said attorney shall be construed as acts, deeds and things done by us and we undertake to ratify and conform all and whatsoever that my said attorney shall do or cause to be done for us by virtue of the power hereby given.

All the members of this consortium will be jointly and severally liable for execution of this assignment in all respects.

In Witness hereof we have signed this deed on this the _____ day of _____

For and on behalf of _____

For and on behalf of _____

For and on behalf of _____

Power of Attorney for signing the document

Know all men by these presents, We.....
(name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr./ Ms (name), son/daughter/wife of and presently residing at, who is presently employed with us/ the Lead Member of our Consortium and holding the position of, as our true and lawful attorney (hereinafter referred to as the “Attorney”) to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our application for pre-qualification and submission of our bid for the “-----” proposed or being developed by the V.O.Chidambaranar Port Authority (the “Authority”) including but not limited to signing and submission of all applications, bids and other documents and writings, participate in Pre-Bid Agreement and other conferences and providing information/responses to the Authority, representing us in all matters before the Authority, signing and execution of all contracts including the Agreement and undertakings consequent to acceptance of our bid, and generally dealing with the Authority in all matters in connection with or relating to or arising out of our bid for the said Contract and/ or upon award thereof to us and/or till the entering into of the Agreement with the Authority.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE,, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS DAY OF, 2024.

For
.....

(Signature, name, designation and address)

Witnesses:

1.

(Notarised)

2.

Accepted

.....
(Signature)

(Name, Title and Address of the Attorney)

Notes:

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.

- a) Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
- b) For a Power of Attorney executed and issued overseas, the document will also have to be legalised by the Indian Embassy and notarised in the jurisdiction where the Power of Attorney is being issued. However, the Power of Attorney provided by Bidders from countries that have signed the Hague Legislation Convention 1961 are not required to be legalized by the Indian Embassy if it carries a conforming Apostille certificate.

Bid Securing Declaration Form

Tender No. MAR-TECH/VOCPASB/2023

Date: _____

To

The Deputy Conservator,
 Marine Department,
 V.O. Chidambaranar Port Authority
 Tuticorin 628 004.

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: _____ (insert signature of person whose name and capacity are shown)

in the capacity of _____ (insert legal capacity of person signing the Bid Securing Declaration)

Name: _____ (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)
(To meet out the requirement as per clause 3.21 under section II of the Tender Document)

To

Deputy Conservator,
V O. Chidambaranar Port Authority.
Tuticorin - 4

Sir

Subject: Acceptance of Terms & Conditions of Tender for
“.....” -Reg.
Tender Reference No: -----

1) I/ We have downloaded / obtained the tender document(s) for the above-mentioned Tender/Work from the web site(s) namely----- as per your advertisement given in the above-mentioned website(s).

2) I/ We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s). schedule(s) etc.). Which form part of the contract agreement and I / we shall abide hereby and agree the terms / conditions / clauses contained therein.

3) The corrigendum(s) issued from time to time by V.O. Chidambaranar Port Authority for the above subject work has also been taken into consideration. while submitting this acceptance letter.

4) I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.

5) I / We do hereby declare that our firm has not been blacklisted/ debarred by any Govt Department/Public sector undertaking.

6) I / We certify that all information furnished by me/ us is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then V.O.Chidambaranar Port Authority shall without giving any notice or reason therefore, summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely

Yours Faithfully.

(Signature of the Bidder with Official Seal)

LETTER OF UNDERTAKING UNDER FALL CLAUSE**(To be given on Company Letter Head)****(To meet the requirement as per clause 3.11 (b) under section II of the Tender Document)**

Registered business name :
 Registered business address :
 Telephone :
 Fax :
 E-Mail :

To

The Deputy Conservator
 V.O. Chidambaranar Port Authority
 Tuticorin-628004.

Sub: : Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years -reg.

Ref: -----
 Sir,

1. We hereby apply to be bidder for the "Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years".
2. We authorize V.O. Chidambaranar Port Authority or its authorize representatives to provide a written notice to our firm as mentioned above at full liberty to apply lower price to the contract and accordingly reduce the contract value as per the fall clause mentioned in clause 3.11 (b) under section II.
3. The TENDERER 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 Government of India or PSU and if it is found at any stage that similar product/systems or subsystems was supplied by the TENDERER to 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 TENDERER to the CORPORATION, if the contract has already been concluded.

Yours Faithfully.

(Signature of the Bidder with Official Seal)

LETTER OF UNDERTAKING FOR FUEL CONSUMPTION OF TUG
(To be given on Company Letter Head)
(To meet the requirement as per clause 7 under section VI of the Tender Document)

		Lit / Hour
Total Fuel Consumption of Main Engine No.1 at 100% MCR in Lit/Hour	= Y1	
Total Fuel Consumption of Main Engine No.2 at 100% MCR in Lit/Hour	= Y2	
Total Fuel Consumption of DG set at 100% MCR in Lit/Hour	= Y3	
GRAND TOTAL (Y1+Y2+Y3)	=Y	

Note:

1. The diesel used for the Port's own tugs will be supplied to hired tugs.
2. "Blank spaces are to be filled up without any alterations to the format", failing which your bid summarily rejected.
3. The bidder have to submit Engine Manufacturer's Data authenticating their quoted fuel consumption @100% MCR for both Main engine & Auxiliary engine.

COMPANY SEAL with date

SIGNATURE OF BIDDER

NOTE: The above details should be typed in the firm's letterhead and submitted with signature and seal.

LETTER OF UNDERTAKING
(In case of new built tug not readily available)

(To be given on Company Letter Head)

We hereby undertake that newly built tug (as per ASTDS) as in Annexure - 5 will be deployed for operation within 18 months from the commencement of contract.

Also, we undertake that substitute tug as per Clause No. 6(ii) under Section III will be deployed for commencement of contract on 11/10/2025 from the date of issue of Work Order.

Section XI
V. O. Chidambaranar Port Authority
Marine Department
Price Bid

Validate	Print	Help	Item Rate BoQ				
Tender Inviting Authority: Deputy Conservator, VOCPA							
Name of Work: Supply, Manning, Operation and Maintenance of 1 no 60T Bollard Pull and above Highly Manoeuvrable ASD Tug to be built as per the ASTDS standard for V.O.C. Port on hire basis for a period of seven years							
Contract No: M-TECH/60T BP and above Tug/ASTDS/2024-25							
Name of the Bidder/ Bidding Firm / Company:							
<u>PRICE SCHEDULE</u>							
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)							
Note: Price Bid will be evaluated as per the clause no.3.25 of section-II							
NUMBER #	TEXT #	NUMBER #	TEXT #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Quoted Currency in INR / Other Currency	Charter hire rate per day to be entered by the Bidder Rs. P	CHARTER HIRE RATE IN Rs. P	CHARTER HIRE RATE IN WORDS
1	2	3	4	5	6	7	8
1	Charter hire rate per day (24 hours)	1	Day	INR		0.00	INR Zero Only
Total in Figures						0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only					