

V.O. CHIDAMBARANAR PORT AUTHORITY MARINE DEPARTMENT

Tender No. MAR-TECH/GTTP TUG/2025 dated 03/04/2025

NIT No. VOCPA/MAR/HIRE GTTP/2025/02 dated 03/04/2025

E-Tender No. 2025_VOCPT_231978 TENDER DOCUMENT FOR

"HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"

Estimated Amount	₹367,09,30,000 /- Excluding GST
E.M. D	₹8,66,33,948/-

TABLE OF CONTENTS

Sectior	n 1
1)	E-Tender Timelines
2)	Notice Inviting Online Tender
	NIT Details
	n 2
	Overview
2)	Techno Commercial Bid
3)	Price Bid
4)	Pre-Bid Meeting
	n 3 17
	nstructions for online bid submission
Section	n 4 19-28
1)	Definitions
2)	Instruction to bidders
	a) General
	b) Requirements of 60T battery electric green tug
	c) Joint Venture / Consortium
	d) Pre-qualification criteria
	e) Selection of Shipyard
	f) Selection of Energy Storage System (ESS) Supplier &
	Electrical Integrator
	g) Online Vessel Performance Monitoring System (VPMS)
	h) Shore Power Charging Infrastructure
	i) Bid security declaration
	j) Integrity pact
	k) Number of Bid submissions
	1) Tender validity
	m) Cost of tender
	n) Port visit
	o) Right to annul the bidding process
	p) Authority for signing tender document
	q) Pre bid meeting
	r) Addendum / Corrigendum of tender documents
	s) Submission and closing date of tender
	t) Bid opening and evaluation
	u) Evaluation of bids
	v) Award of work
Section	5
	ork for charter of 1 No. 60T battery electric green tug
	ork for charter of 1 100, 001 battery electric green tug

- 2) Technical specifications
- 3) Logbook
- 4) Illegal activities
- 5) Deployment

6) Penalty

Section 6......35-48

- 1) Right to accept or reject any bid
- 2) Determination of responsiveness 8& non-responsiveness
 - a) Responsiveness checklist
 - b) Non-responsive
- 3) Confidentiality
- 4) Notification of award and delivery
- 5) Performance guarantee
- 6) Compliance with statutory requirements:
- 7) Maintenance and Operations
- 8) Facilities provided by the port
- 9) Assignment and subletting
- 10) Contractor's subordinate staff & their conduct
- 11) Rates, amounts & taxes
 - a) Chartered rate
 - b) Chartered amount
 - c) Taxes
- 12) Period of contract.
- 13) Payment terms
- 14) Income tax deduction
- 15) Insurance
- 16) Downtime and allowed maintenance period
- 17) Lien
- 18) Indemnity
- 19) Force majeure
- 20) Termination
- 21) Changes in Constitution
- 22) Failure Clause
- 23) Foreclosure
- 24) Dispute resolution
- 25) Pollution damage
- 26) Certificates
- 27) Accommodation and Manning
- 28) Change of crew

29) Maintenance of Class
30) Contract agreement
31) Access to port area
32) Breakdown maintenance
33) Cost Escalation
34) Training
35) Veracity verification
36) Substitute Tug
37) New Design
Section 7
Checklist of forms to be submitted by the bidder:
Form-I: Tender form
Form-II: Bid security declaration
Form-III: Integrity pact
Form-IV: Profile of the bidder
Form-V: Work executed during last 7 years
Form-VI: Annual financial turnover
Form-VII: Proforma of Power of Attorney
Form-VIII: Format for performance security (bank guarantee)
Form-IX: Letter of acceptance
*
Form-X: Charter Party Agreement
Form-XI: Evidence towards site visit
Form-XII: Format for Joint Venture/ Consortium Agreement
Form-XIII: Format for Power of Attorney to Lead Member of JV/
Consortium
Form-XIV: Format for Details of JV/ Consortium Members
Form-XV: Format for undertaking regarding Debarring/ Blacklisting
Form-XVI: Format for information regarding Litigation
Form-XVII: Declaration by Bidder
Form-XVIII: GTTP Compliance Declaration
Form-XIX: GTTP Compliance Certificate
Form-XX: Undertaking from a Shipyard in India (Optional)
Form-XXI: Undertaking from ESS Supplier (Optional)
Form-XXII: Undertaking from Electrical Integrator (Optional)
Form-XXIII: Undertaking from bidder to provide intent of entering in to
agreement with Shipyard, ESS Supplier & Electrical Integrator upon selection
Form $- XXIV$: Fuel consumption and Shore
Form-XXIV: Document List to be submitted by bidder to consider
•
responsiveness 07.00
Section 8
Schedule-I Price Bid
Schedule-II General Specifications of Green Tug Transition Programme
(GTTP) Phase-I as published by IPA on 29.10.2024

Section 1

1) E-Tender Timelines E-TENDER

Tender No. MAR-TECH/GTTP TUG/2025 dated 03/04/2025 NIT No. VOCPA/MAR/HIRE GTTP/2025/02 dated 03/04/2025

E-Tender No.2025_VOCPT_231978

NAME OF WORK:

"HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"

E- TENDER TIMELINES

1	TENDER No.	MAR-TECH/GTTP TUG/2025 dated 03/04/2025		
2	MODE OF TENDER	e-Tender System (Online – Two Cover System) through e-procurement portal www.eprocure.gov.in/eprocure/app		
3	e-Tender No.	2025_VOCPT_231978		
4	Estimated cost	₹367,09,30,000/- Excluding GST		
5	Earnest Money Deposit as per Clause No. 2.6 (a) of ITB	₹8,66,33,948/-		
6	Date of NIT available to parties to download	03/04/2025 at 1800 hrs		
7	Date of Starting of online Pre-bid queries	03/04/2025	at 1800 hrs	
8	Date of Closing of online Pre-bid queries	15/04/2025	at 1500 hrs	

9	Pre-bid meeting (@ Deputy Conservator chamber)	15/04/2025	at 1530 hrs		
10	Date of Starting of e-Tender forsubmissionBidonlineatwww.eprocure.gov.in/eprocure/app	03/04/2025	at 1800 hrs		
11	Date of closing of e-Tender for submission of Bid.	28/04/2025	at 1500 hrs		
12	Date & Time of opening of Technical Bid.	29/04/2025	at 1530 hrs		
13	Work Contract period	15 years from the date of commencement of work.			
14	Validity of Tender	180 days from the date of opening of the Technical Bid.			

Note: Amendments to the tender (if any) will be issued only through website **https://www.vocport.gov.in/NewTenders.aspx** and on CPP Portal (Central Public Procurement Portal) **www.eprocure.gov.in/eprocure/app**.

Deputy Conservator V. O. Chidambaranar Port Authority

2) Notice Inviting Online Tender

NOTICE INVITING ONLINE TENDER

V.O. CHIDAMBARANAR PORT AUTHORITY MARINE DEPARTMENT

Tender No. MAR-TECH/GTTP TUG/2025 dated 03/04/2025 NIT No. VOCPA/MAR/HIRE GTTP/2025/02 dated 03/04/2025

E-Tenders are invited by **V.O. CHIDAMBARANAR PORT AUTHORITY** as per the details given in the table below:

Name of Work	Cost of tender docum ent (INR)	Estima ted cost (INR)	EMD (INR)	Tender downlo ad date from	Last date and time of submission of Bid	Date and time of opening of Bid
HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY	NIL	Rs. 367,09,30,000 Excluding GST	Rs. 8,66,33,948	03/04/25	15.00 hrs. on 28/04/25	15.30 hrs. on 29/04/25

Detailed tender notice along with complete tender documents can be downloaded from website: https://www.vocport.gov.in/NewTenders.aspx and on CPP Portal (Central Public Procurement Portal) www.eprocure.gov.in/eprocure/app available from 03/04/2025. The pre-bid meeting will be held on 15/04/2025 at 15.30 Hrs.

Corrigendum, if any, will be placed on website only.

Deputy Conservator VOC Port Authority

3) NIT DETAILS

Department	MARINE DEPARTMENT					
Tender Notice No.	Tender No. MAR-TECH/GTTP TUG/2025 dated 03/04/2025					
Name of Work	HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY					
Estimated Contract Value (INR)	₹367,09,30,000 /- Excluding GST					
Period of chartering	15 years from the date of acceptance of Green Tug by the port.					
Bidding Type	Open					
Bid Call (Nos.)	One					
Tender Currency Type	Single					
Tender Currency Settings	INR					
Operational Profile:						
Standby - 9%						
Steaming (max speed)- 4.5%	, 0					
Transit Low< 6 knots - 9%						
Transit Hing >6 Knots- 13.5%						
High Bollard Pull > 90%- 5.4	4%					
Medium Bollard Pull (50-90	%)-45.04%					
Low Bollard Pull < 50%-13.	Low Bollard Pull < 50%-13.5%					
Total operation Duration pe	Total operation Duration per cycle- 111 mins					
Number of cycles per day – 5 Nos.						
Shore Power for charging – 2764 Kw						
Specific operational Tasl Authority):	Specific operational Tasking Required by Port (to be check marked by VOC Port Authority):					
 External Fi-Fi: Optic AFT Towing Winch a 						

• Oil Spill Response Equipment (Dispersant arm and containment boom): **Optional**

Propulsion System:

- 2 Nos of azimuth stern thrusters.
- 2 x Permanent Magnet Motors (as per section 634) *
- *General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
- Additional Port Requirements, **please refer clause No. 37 Section 6.**

Generator Set for Main Electric Power:

- As per General Specifications of Green Tug Transition Programme (GTTP) Phase I Promulgated by the Indian Ports Association on its website on 29.10.2024.
- Additional Port Requirements, if any to be filled by VOC Port Authority, as required.

Number of Generators with capacity:

Details of the Generators and their respective capacity to be filled by VOC Port Authority, as required.

Minimum Qualification Criteria of the bidders (MQC):

- (a) FINANCIAL STANDING
 Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/-.
 Bidders have to submit the following:
- (b) Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.
- (c) Average Annual Financial Turnover for the last three financial years [2021-22, 2022-23 and 2023-24] duly certified by the Chartered Accountant along with UDIN No. to be submitted.
- (d) The bidder/ Members of JV/Consortium shall have a net positive worth.

2. EXPERIENCE IN TERMS OF:

(a) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last **7 (Seven) years** ending the last day of the month before one in which applications are invited should be either of the following:

One similar completed work costing not	₹293,67,44,000/-				
less than (OR)	excluding GST				
Two similar completed works each costing	₹183,54,65,000/-				
not less than (OR)	excluding GST				
Three similar completed works each costing not less	₹146,83,72,000/-				
than	excluding GST				
Bidder should have GST registration and a copy of same to be submitted.					

Similar work means: "Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts".

Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes but not limited to Ships, Tugs, Supply Vessels, Offshore Vessels, Launches, Boats, Dredgers having a minimum **Gross Tonnage of 100 and above**.

However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.

3. <u>Capability and Resources:</u>

- 1. The Bidder should have adequate capability and resources to be in business of Construction/ Ownership/ Chartering /Hiring/ Operations & Management of Crafts.
- 2. In case the bidder/ lead member of the JV/ Consortium is of foreign nationality, then such entity shall have a registered office in India at the time of bidding, arid the certificate of registration issued by the Registrar of Companies shall be submitted as documentary evidence
- 3. The Lead Bidder/ Member(s) of consortium, as appropriate, shall submit the name and address of the agents/ representatives In India. Such agents/ representatives shall mandatorily be of Indian nationality
- 4. The Lead Bidder/ Member(s) of consortium, as appropriate, shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration

4. Satisfactory Performance:

The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last **7(SEVEN) years**.

For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month before the one in which applications are invited should be considered for qualifying criteria.

Note:

1. Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded.

- 2. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.
- 3. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March **₹110,72,79,000/-**. i.e. for the financial years [2021-22, 2022-23 and 2023-24] should be uploaded.

Joint Venture /	• The participation in the hid as Joint Venture /
Joint Venture / Consortium:	 The participation in the bid as Joint Venture / Consortium is allowed and number of partners in JV/Consortium shall be limited to maximum of three. In case of JV/Consortium to qualify experience in similar works, merging of work order value executed by one or two of its members either as a whole or as member of JV/Consortium shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV/Consortium shall be merged to evaluate experience. The Lead Member of the JV/Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover. At least one member of the JV/Consortium shall meet the pre-qualification criteria of experience of having successfully completed similar works. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV/Consortium or as a sub- contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they need to upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non- responsive.
Integrity Pact:	Integrity Pact need to be submitted <i>in Preliminary bid stage</i> duly scanned, stamped, signed and dated along with both witness signatures (to be arranged by the bidder) as per format available in Section 7 Form-III in the tender document <i>failing which bid submitted by the bidder will be considered non-responsive.</i>
<u>Site Visit:</u>	Upload duly signed document given at Section-7 Form-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-7 Form-XI, will be declared disqualified at preliminary stage evaluation. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of

		document are exempted if there is declared travel restriction by central/state government).				
Condition for EMD	<mark>&</mark> (Tender Fees: NIL				
<u>Sender fee</u>		EMD: ₹8,66,33,948/- Per Tug (Rupees Eight Crores Sixty-Si Lakhs Thirty Three Thousand Nine Hundred and Forty Eigh Only) in case bidder(s) want to quote for two tugs, same shall b multiplied by two. The EMD shall be deposited in the form of Bank Guarantee drawn in favour of FA&CAO, VOC Por Authority, Tuticorin., from any Nationalized Bank / Schedule Bank (except co-operative bank) having its branch in Tuticori (Format available in Section -7 Form-VIII)				
	f t	certificate iss Ministry of Mi ist of activity industrial Class shall become ee/EMD shal cender fee/EM of valid & rele Security Decl	icro and Small Enterprise (MSEs) holding y ued by any agencies/organization under cro, Small and Medium Enterprises indicating related to the subject tender as per Nati ssification -2008 mentioned in the table below eligible for exemption from payment of ter 1 become eligible for exemption from payment D. Such bidder shall also upload the scanned of evant certificate on CPP website along with aration Form' (Section 7, Form-II) in prelimi ch the bid shall be considered non-responsive	Th g th iona onl nde nt o cop 'Bi nar		
		Code / Sub-class	Description			
		Sub-class 30111	Building of commercial vessels: passenger vessels, ferryboats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.			
		Sub-class 50111	Sea and coastal ferry service			
		Sub-class 50112	Sea and coastal water cruise, water taxis and other sightseeing boat			
		Sub-class 50113	Sea and coastal long distance water			
		00110	transport			
		Sub-class 50119	transportOther sea and coastal water transportN.E.C.			
		Sub-class	Other sea and coastal water transport			

<u>Banking Details:</u>		1	Name of the Bank:	Indian Overseas Bank, Harbour Branch, Tuticorin – 628 004.
		2	Bank A/C No.	014301000000001
		3	IFSC Code:	IOBA0000143
Bid Opening Date:	Date of	f op	_	on 29/04/2025 <i>(a)</i> 15.30 Hrs. hall be notified after scrutiny and
Documentsrequiredtobesubmittedbyscanningthroughonline:				
Officer- Inviting Bids:	Deputy Conservator			
Bid Opening Authority:	Deputy Conservator			
Address:	Deputy Conservator, V. O. Chidambaranar Port Authority			
Contact Details:	Harbour Master, Marine Department, VOCPA, e-mail: hm@vocport.gov.in			

Note:

In case bidders need any clarifications or if training is required to participate in online tenders, they can contact the procurement team at following address: -

Deputy Conservator

V. O. Chidambaranar Port Authority

Section 2

1) Overview

Online Bids are invited in Two Bid System through e-procurement for **HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY** from eligible bidders meeting the minimum prequalification criteria and specifications as detailed in tender document. The two-cover system is (i)Techno-Commercial Bid and (ii) Price Bid-BOQ.

VOCPA shall follow a Two cover system for the selection of Qualified Bidders for the said work. EMD, Techno-commercial bid in 1st cover & Price bid in 2nd cover. The bids will be evaluated as per the Pre-qualification criteria. The bidders of fulfilling the pre-qualification criteria will qualify for the next stage of bidding process i.e. Price Bid-BOQ. The tender document is floated in- e Procurement and https://www.vocport.gov.in/NewTenders.aspx websites: www.eprocure.gov.in and the bid should be submitted online in e-procurement only and no manual bids shall be accepted. If so, (a) The firm shall submit work completion certificate from the employer along with the work executed value for the similar work experience excluding GST (b) If the firm submit the similar work experience from private firm then they should submit the TDS traces from the Income tax department.

2) Techno Commercial Bid

As part of Pre-qualification criteria requirements, the Bidders must furnish requisite information for fulfilling the criteria of Techno-Commercial evaluation in accordance with the terms & conditions as per the formats along with supporting documents mentioned in this Tender Document.

I. Bidder shall log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time.

II. Bidder shall upload the duly filled Tender Form as per Section-7 Form-I in the company letter head.

III. Bidder shall upload the Bid Security declaration as per Section-7 -Form-II in company

letter head and, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.

IV. Bidder shall upload Integrity pact as per Section-7 -Form-III along with other tender documents on a stamp paper. Also, the bidder should send the hardcopy to the following address mentioned at Section 2 (3) on or before the time of opening of technical bid.

V. The bidder shall upload the Profile of the bidder as per Section-7 Form-IV.

VI. Bidder shall upload the published tender document duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender

VII. Bidder shall upload duly filled Section-7 Form-V details of similar works executed in the past **7 years** ending last day of completed month prior to notice inviting bid date. Also, copy of work order and its relevant Completion Certificates for all the said similar works to be uploaded.

VIII. Bidder shall upload duly filled Section-7 - Form-VI about average Annual Financial

Turnover during the last 03 Financial Years ending 31.03.2024 The bidder should upload copy of profit/loss statement, balance sheet audited by Chartered Accountant for the preceding Three Financial Years ending 31.03.2024

IX. The bidder shall upload Section -7 - Form-VII of Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favour of the person authorized to sign the tender document etc.

X. The bidder shall upload Performance Bank Guarantee in the specified format Section -7 - Form-VIII.

XI. The bidder shall submit/forward Letter of acceptance as per Section 7- Form-IX up on receipt of Letter of Award from VOCPA

XII. The successful Bidder(s) shall execute/ sign the Charter Party Agreement within 28 days from date of issue of Letter of Acceptance (LOA) as per Section-7- Form-X.

XIII. The bidder shall upload duly signed document given at Section-7 Form-XI towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at Section-7 Form-XI, will be declared disqualified at preliminary stage evaluation. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/ state government).

XIV. The bidder shall upload the required information in the specified format Section-7 -Form-XII, XIII & XIV, in case the bidder wants to participate in the tender via Joint Venture / Consortium.

XV. The bidder shall upload an undertaking letter stating that the firm is not debarred or blacklisted by any Port/Central Government/State Government/ PSU/Private firm in the specified format Section-7-Form- XV.

XVI. The bidder shall upload the information regarding litigation if any or a letter of undertaking stating no ongoing litigation in the specified format Section-7-Form- XVI.

XVII. The specifications of the supplied tug shall conform with the general specifications endorsed at Section-8-Schedule-II. Any deviations in the supplied tug vis d-vis promulgated General Specifications shall only be admissible to facilitate compliance with specific requirements of VOCPA as articulated in the Tender Document. Such deviations would be clearly brought out in Section-7-Form-XVII. The bidder shall remain responsible to obtain due approval from SSC/ Recognised Classification Society (as the case may be) for such deviations which are emergent on account of specific requirements of VOCPA.

XVIII. The bidder shall upload Section-7-Form-XVIII, GTTP Compliance Declaration (Along with relevant supporting documents) for the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Section-8-Schedule-II of tender document.

XIX. The bidder will have to submit GTTP Compliant Certificate as per specified format Section-7-Form-XIX, at the time of delivery of the Tug to the Port duly certified by the class in line with the general specifications published by IPA on 29.10.2024 as mentioned in Section-8-Schedule-II of tender document.

XX. The bidder shall upload the undertaking from any Shipyard in India, before the commencement of keel laying as per specified format Section 7 Form XX.

XXI. The bidder shall upload the undertaking from ESS Supplier / Provider, before the commencement of keel laying as per specified format Section 7 Form XXI.

XXII. The bidder must upload the Undertaking from the Electrical Integrator to be submitted by the bidder as per Section-7 Form-XXII.

XXIII. The bidder must upload the Undertaking from the bidder to provide intent of entering into agreement with Shipyard and ESS Supplier and Electrical Integrator upon selection to be submitted by the bidder as per Section-7 Form-XXIII.

XXIV. The bidder must upload the Fuel and Shore power to be submitted by the bidder as per Section-7 Form-XXIV.

XXV. The bidder must upload the documents list to be submitted by the bidder as per Section-7 Form-XXV.

3) Price Bid

- 1. Bidders has to duly fill the BOQ as part of "Price Bid" through e-procurement only.
- 2. The sample Price Bid Format has been mentioned in Section-8-Schedule-I.
- 3. All communication pertaining to this tender to be sent to following address: Harbour Master, Marine Department, VOCPA, e-mail: <u>hm@vocport.gov.in</u>

(or)

V. O. Chidambaranar Port Authority, Harbour Estate, Administrative Building, Thoothukudi -628004.

4) Pre-Bid Meeting

The bidders are requested to attend the pre-bid meeting and are requested to send their questionnaire if any to the communication address prior to the date of scheduled pre bid meeting. Questionnaire may please be sent in the following email id's: Harbour Master, Marine Department, VOCPA, e-mail: <u>hm@vocport.gov.in</u>

Section 3

1) Instructions for online bid submission

For "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"

- I. The bidder shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL / SIFY / TCS / n Code / e- Mudhra to get access for Online Bid Submission through the e-procurement site <u>http://eprocure.gov.in</u>.
- II. Bidder should do the registration in the tender site using the "Click here to Enrol" option available.
- III. Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- IV. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- V. Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
- VI. Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- VII. Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- VIII. If there are any clarifications required, the same may be clarified during the pre- bid meeting.
- IX. Bidder should consider the corrigendum/addendum published (if any) before submitting the bids online.
- X. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed together.
- XI. Bidder selects the tender which he/she is interested using search option & then moves it to my favourite's folder. From the folder, appropriate tender can be selected, and all the details can be viewed.
- XII. The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
- XIII. The Bidder must select the payment option as offline to pay the EMD and tender document cost if applicable.
- XIV. The details of NEFT/ DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.
- XV. The bidder must enter the password of the DSC / e-token and the required bid documents must be uploaded one by one as indicated.
- XVI. The bidder must submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
- XVII. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no: the date and time of submission of the bid and all other relevant details. The bidder must submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
- XVIII. The bid summary must be printed and kept as an acknowledgement as a token of the submission of the bid.

- XIX. The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.
- XX. For any clarifications regarding the Tender, the bid number can be used as a reference.
- XXI. Bidder should log into the site well in advance for bid submission to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
- XXII. Each document to be uploaded online for the tenders should within the file size limit as specified in the e-procure portal. If any document is more than the mentioned file limit, it can be reduced by scanning at low resolution and the same can be uploaded.
- XXIII. The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
- XXIV. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
- XXV. The confidentially of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.
- XXVI. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
- XXVII. For any queries, the bidders are asked to contact by mail <u>cppp-nic@nic.in</u> or by phone 1-800-3070-2232 well in advance.
- XXVIII. Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained and shall be summarily rejected.
 - XXIX. Tender Document can be submitted online only in the designated e- procurement portal <u>www.eprocure.gov.in</u> on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
 - XXX. Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

Section 4

1) Definitions

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise required. Terms which are defined in the Bid Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

- (a) "BOARD" The Board means the Board of Directors of VOCPA or their successors or Assignees.
- (b) "CHAIRPERSON" means the Chairperson of VOCPA.
- (c) "HOD" means the Deputy Conservator, the Head of Marine Department of the VOCPA.
- (d) "CONTROLLING OFFICER" means the ENGINEER (I/C) of VOCPA
- (e) "ISPS" means International Ship and Port Facility Security Code.
- (f) VOCPA (For HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY) means Board of Management of VOCPA
- (g) "EMPLOYER" means VOCPA, the organization issuing the tender
- (h) "THE SERVICE PROVIDER OR SUCCESSFUL BIDDER" means the person or persons, firm, corporation, or company whose tender has been accepted by the VOCPA and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- (i) "CONTRACT" means the Bid which includes Instruction to Bidders, General Conditions of Contract, Form of Tender, Manning, Operation, Maintenance And Complete Technical Management Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, sections, queries raised by the Bidders before and during the pre-bid meeting, written replies and any addendum/ corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document etc. Any addendum thus issued to all the Bidders and answers to the queries raised during the prebid meeting will form part of the Contract document.
- (j) "CONTRACT PRICE" means the total sum of money to be paid by VOCPA to the Service Provider for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (k) "APPROVED/ APPROVAL" means the approval in writing.
- (l) "O&M" means Manning, Operation, Maintenance and Complete Technical Management of Green Tugs at VOCPA Limits, neighbouring port and other areas as required by the VOCPA
- (m) "CONTRACT PERIOD" means currency of contract period including extension period if any.
- (n) "CONTRACT RATE" means Charter Rate per day of 24 (twenty-four) hours quoted by the bidder, as per BOQ, for Supply, manning, technical operation and maintenance of 1 No. 60T Green Tugs.
- (o) "AGREEMENT" means agreement between the successful Bidder/Bidders and VOCPA for charter of tug.
- (p) "PAID DOWN TIME" means the time during which the 60T Battery Electric Green Tug owned by contractor, namely DC, VOCPA is/are not available for operations due to any reasons with prior permission obtained from VOCPA and the daily hire rate is payable during this period. This period is for maintenance of the tug to ensure smooth uninterrupted operations.

- (q) "BREAKDOWN" means the time during which the Green Tugs owned by contractor, namely DC, VOCPA is/are not available for mentioned operations as per requirement of VOCPA and for which no prior permission has been obtained from VOCPA and it is not of planned nature.
- (r) "IN WRITING" or "WRITTEN" means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication.
- (s) "AUDITOR" means a statutory auditor as defined in the Company's Act.
- (t) "Effective date of commencement of charter (D)" means the date of acceptance of Green Tug by the Port.
- (u) "SSC" means Standing Specifications Committee constituted by the Ministry vide OM No. SY-13013/1/2020-SBR dated 27 December 2023.
- (v) "Recognised Classification Society" means the classification society listed in Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase -I promulgated by the Indian Ports Association on its website on 29.10.2024.

2) Instruction to bidders

a) General

- I. Bids are invited by VOCPA from experienced and eligible bidders meeting the minimum qualifying for chartering of 1 No. number 60T BP Green Tugs for a period of 15 (FIFTEEN) years. The first stage shall contain Techno-Commercial bid & second stage shall contain the Price bid-BOQ.
- II. Bidders are required to submit the tender offer in the form of two bid system on or before due date as mentioned in the NIT.
- III. The bidder shall make his all efforts to ensure the correctness of documents available on the website.
- IV. The bidder is expected to examine all instructions, forms, terms and specifications in the tender document and furnish the bid in full of required documents. Failure to comply the requirements of the tender will be at bidder's own risk. It would be deemed prior to the submission of the bid that the bidder has made complete and careful examination of requirements and other information set out in the tender document including inspection of site.
- V. The Bidder shall bear all cost associated with the preparation and submission of his bid.
- VI. The Bidder shall upload the e-bid well on time and to avoid last minute rush.

b) Requirements of 60T BP battery electric green tug

I. The Green Tug to be supplied by the bidder shall be newly constructed and shall be compliant with General Specifications of Green Tug Transition Programme (GTTP) Phase-I as on the date of issuance of the tender, built under the Green Tug Transition Programme promulgated by the Indian Ports Association on its website on 29.10.2024.

II. The offered tug must be registered under Indian Flag and subsequently to be deployed to put on charter for operation at VOCPA as per the scope of work and to engage in harbour operations trading only on smooth/ partially smooth waters near a Port during normal course of deployment.

III. The offered Tug must be compliant with General Specifications of Green Tug Transition Programme (GTTP) Phase-I notified for the ongoing phase of GTTP at the time commencement contract work at VOCPA (Year of built to be determined based on month and year of built mentioned in GTTP compliance certificate of the tug) IV. In case of non-supply of tugs during the stipulated period from the date of commencement of contract or charter due any reasons other than Force Majeure/ any extraordinary circumstances not attributable to the successful bidder, per, the successful bidder shall be liable for penalty, as per daily charter hire rate. In case the bidder defaults by not fulfilling the requirements of the tender, such parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of Ports, Shipping and Waterways (MoPSW)

V. The bidder should adhere to the requirements and specifications for the offered tug as per tender.

VI. Since the tugs are on long-term charter with VOCPA, in case VOCPA warrants, internship training for students the same to be given as per VOCPA 's instructions

VII. The offered Tug should display the Name of the Port along with port Logo on both side in the accommodation area or in a conspicuous location as per VOCPA 's requirement. Adequate lighting to be provided in that area to enables identification by other Tugs and ships at nighttime.

VIII. In case none of the bidders in the tender are able to position Indian built tugs complying with General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then successful bidder shall be granted the option of offering a Substitute Tug as per **clause No. 36 of Section 6.**

IX. The successful bidder shall strive to commence the charter on or before completion of 24 months from the date of issue of Work Order. In case GTTP compliant Green Tug is not delivered within 24 months from the date of issue of Work Order, the bidder shall be liable for appropriate penalty as per Penalty Clause (Section 5, Clause 6), as laid out in the tender.

X. The Substitute Tug (Conventional type) so offered shall be allowed to operate for a maximum period of 6 months beyond **24 months.** However, the Substitute Tug offered is of Battery type (Green Tug), it shall be allowed to commence the contract early and operate on or before **24 months.** If the GTTP compliant Green Tug is not deployed within 30 months (24 months+06 months substitute tug period) from the date of issue of work order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing.

c) Joint Venture / Consortium

The participation in the bid as Joint Venture / Consortium is allowed and number of partners in JV/Consortium shall be limited to maximum of three.

In case of JV/Consortium to qualify experience in similar works, merging of work order value executed by one or two of its members either as a whole or as member of JV/Consortium shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV/Consortium shall be merged to evaluate experience.

The Lead Member of the JV/Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover.

At least one member of the JV/Consortium shall meet the pre-qualification criteria of **experience of having successfully completed similar works**.

The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV/Consortium or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they need to upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive. In case the Lead Bidder/ Member(s) of the consortium, as appropriate, is of foreign nationality, then such entity shall:

1. have a registered office in India at the time of bidding, and the certificate of registration issued by the Registrar of Companies shall be submitted as documentary evidence.

2. submit the name and address of the agents/ representatives In India. Such agents/ representatives shall mandatorily be of Indian nationality

3. shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration.

d) Pre-qualification criteria (Minimum Qualification Criteria (MQC))

I. Average Annual Financial Turnover during the last three years ending 31st March 2024, should be at least ₹110,72,79,000/-.

Bidders have to submit the following:

- (a) Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.
- (b) Average Annual Financial Turnover for the last three financial years [2021-22, 2022-23 and 2023-24] duly certified by the Chartered Accountant along with UDIN No. to be submitted.
- II. The bidder/ Members of JV/Consortium shall have a net positive worth.
- III. The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 7 (SEVEN) years ending last day of month before one in which applications are invited should be either of the following:

One similar completed work costing not less than (OR)	₹293,67,44,000/- excluding GST				
Two similar completed works each costing not less than (OR)	₹183,54,65,000/- excluding GST				
Three similar completed works each costing not less than	₹146,83,72,000/- excluding GST				
Bidder should have GST registration and copy of same to be submitted.					

Similar work means: "Construction/ Ownership/ Full Operations & Management/ Technical Management including manning/ Chartering/ Hiring of Crafts.

Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes but not limited to Ships, Tugs, Supply Vessels, Offshore Vessels, Launches, Boats, Dredgers having a minimum **Gross Tonnage of 100 and above**.

However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.

In case of the Lead Bidder/ Member(s) of consortium, as appropriate, is having annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference Rate as on the date of issue of the tender.

- I. The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last **7 (SEVEN) years.**
- II. For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month before the one in which applications are invited should be considered for qualifying criteria.
- III. The Bidder should have adequate capability and resources to be in business of Construction/ Ownership/ Chartering /Hiring/ Operations & Management of Crafts.

Note:

- 1. Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded.
- 2. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.
- 3. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March 2024 i.e. for the financial years 2021-2022, 2022-2023, 2023-2024 should be uploaded.

e) Selection of Shipyard

- I. In the event of bidder(s) choosing to participate in the form of a JV/Consortium, existence of a Pre bid agreement with a Shipyard is encouraged to facilitate immediate commencement of construction and maintenance of service quality parameters post award of tender. However, owing to first in class construction, involving multiple novel technologies, formation of pre-bid consortium shall be optional.
- II. Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with a shipyard in accordance with specified format at Section 7, Form XXII.
- III. Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form-XX before the commencement of keel laying.
- IV. The Shipyard shall be responsible for getting the GTTP Compliance Certificate from any recognised Classification Society. In case the proposed design is substantially different from the published general technical specifications by IPA on 29.10.2024, the Shipyard shall submit the technical specifications of the Green Tug to SSC and get its approval before the commencement of tug construction.
- V. The shipyard must be situated in India and should have experience in constructing at least **03 vessels** of **300 Gross Tonnage** and above over the past three years ending 31st March of the previous financial year.

f) Selection of Energy Storage System (ESS) Integrator/Provider

In the event of bidder(s) choosing to participate in the form of a JV/Consortium, the existence of a Pre-bid agreement with an Energy Storage System (ESS) Supplier and Electrical Integrator is encouraged to facilitate immediate commencement of construction and maintenance of service quality parameters post award of tender. However, owing to first-in-class construction, involving multiple novel technologies, formation of pre-bid consortium shall be optional.

Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with an ESS Supplier & Electrical Integrator in accordance with specified format at Section 7, Form XXIII.

Notwithstanding, anything mentioned above the selected Energy Storage System (ESS) Supplier & Electrical Integrator shall be responsible for providing undertaking in the prescribed format as per Section-7-Form-XXI & XXII before the commencement of keel laying.

The ESS Supplier and Electrical Integrator shall be responsible for making seamless arrangements to operate the tug in various modes of operation as per GTTP specifications.

g) Online Vessel Performance Monitoring System (VPMS)

- I. The Bidder/ Shipyard/ ESS Supplier & Electrical Integrator or provider shall be responsible for supplying the online vessel performance monitoring system as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
- II. An Online Vessel Performance Monitoring System (VPMS) shall be developed and installed in the vessel in such a manner that this system is able to share data to Port Control Room for SLA monitoring and such other systems as perthe satisfaction of the port. The onboard VPMS shall seamlessly interface with Shore based Green Tug Monitoring System (GTMS) through a common/standardised internet/cloud-based solution for data capture, performance monitoring and analytics to ensure fleet inter-operability and standardisation at major ports. Data sharing by the onboard VPMS with Shore-based Green Tug Monitoring System shall be as per the general specification document published by the SSC. Such general specification document shall be published by SSC before the commencement of keel laying.
- III. VPMS integration with Shore based Green Tug Monitoring System (GTMS) shall be successfully demonstrated to the satisfaction of the port before the delivery of the Green Tug.

h) Shore Power Charging Infrastructure

- I. The Shore Power Charging Infrastructure shall be developed and provided **by the bidder/contractor** up to the berth as per the Shore Power Charging Infrastructure Specifications defined by SSC.
- II. The bidder shall be responsible for making arrangements at his own cost related to cable management system to draw shore power from the designated power point provided by the port at berth and utilize it for charging the ESS System on board the Green Tug.

III. The Port shall provide shore power free of cost for the Tug during the tenure of the contract period.

i) Bid security declaration

The bidder is required to submit a bid security declaration in prescribed format in bid document Section-7 Form-II in company's/ consortium's official letter head. National Small Industries Corporation (NSIC) / Micro Small and Medium Enterprises (MSME) who have registered with "TREDS" portal are eligible to claim an exemption as per Govt. norms subject to the similar work of Tender is specified in the certificate and provided the certificate is valid on that date.

j) Integrity pact

The Bidder shall upload Integrity pact as per Section-7 –Form-III along with other tender documents in a stamp paper. Also, the bidder should send the hardcopy to the communication address on or before the time of opening of technical bid.

k) Number of Bid submissions

Each Bidder/ Consortium shall submit only one bid. A bidder/ member of the consortium who submits or participates in more than one bid will cause all the proposals with such entity's participation to be disqualified. Firms participating as consortium shall ensure that they are part of only one bid submission, failing which all the proposals of the firm shall be summarily rejected.

1) Tender validity

The tender shall remain valid for a period of 180 days from the date of opening of the technical bid. VOCPA reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing. However, the bidder agreeing to the request shall not be permitted to modify the tender. In the event of agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably against this tender.

m) Cost of tender

The cost of the tender is NIL.

n) Port visit

The Bidder, at the Bidder's own responsibility and risk, is encouraged to visit the port and examine the Site of Work area and its surroundings and obtain all information that may be necessary for preparing the Bid. All costs associated with such a visit to the site shall be borne by the bidder.

o) Right to annul the bidding process

Notwithstanding anything contained in this tender document, VOCPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. VOCPA reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender

p) Authority for signing the tender document

- The bid documents including price bid and other documents pertaining to this tender shall be signed by the authorized person who is nominated as Power of attorney as per Section-7 Form-VII. Single entity means any proprietary firm, partnership firm corporation, company and not a joint venture
- 2. <u>For proprietary firm documents required are</u> Shop & establishment, License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, and Identification of the proprietor.
- 3. <u>For partnership firm documents required</u>: Partnership deed, Income Tax PAN number/Income Tax returns, GST, Partners' authorization in power of attorney
- 4. <u>For Private Limited/Public limited company documents required</u>: Article/Memorandum of Association Certification of Incorporation, PAN No, Resolution of the company to authorize a person to enter the agreement or Power of Attorney. Bidder should submit the details of

contracts executed in accordance with schedule, with a copy of the agreement/work orders etc. In support of the contracts, having been executed

5. In the case of a Company, the Agreement must be signed by an authorized person where such authority is derived from a Board Resolution and a copy of such Board Resolution/ Declaration duly attested by the Company Secretary/Director of the Board of Directors of the bidding Company is to be enclosed as a proof of authority

q) Pre bid meeting

The Pre-bid meeting will be held on the date and time as mentioned in the NIT at VOCPA. The bidders shall submit their queries in writing to VOCPA in connection with this tender well in advance to the email IDs as mentioned in the communication address.

r) Addendum / Corrigendum of tender documents

At any time prior to the last date for submission of tenders, VOCPA may for any reason whatsoever change or modify the tender documents by issuing an addendum/corrigendum in e-procurement. The amendment so carried out will form part of the tender and shall be binding upon the Bidders

s) Submission and closing date of tender

The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to the last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted.

t) Bid opening and evaluation

- 1. On the day of bid opening as mentioned in the NIT, the Cover I (technical bid) will be opened through e-procurement only.
- 2. The tender shall be evaluated based on documentary evidence and quoted rates in the enclosed format of BOQ. Evaluation of tender shall be as per **Clause (u) of Section 4.**
- 3. Normally the price of the lowest bidder is accepted but VOCPA is not bound to accept it and may discharge the tender without assigning any reasons.
- 4. Those bids that have been determined to be responsive to the requirements of the tender will only be evaluated. Other non-responsive bids will be rejected.
- 5. The bidder should not indicate the quoted rate directly or indirectly in Cover I or anywhere of the bids. Any such offer shall disqualify the tender forthwith.
- 6. For the Pre-qualification stage, the bidders must furnish information on their Technical and Financial capability in Cover II in accordance with the conditions and formats specified in this Tender Document, Non-compliance will lead to rejection of their bid. During Tender evaluation, if required, VOCPA shall seek the clarification from the bidder based on uploaded document. Additional/supplementary documents shall not be considered.
- 7. Any effort by the bidder to influence the bid evaluation, comparison or contract award decision may result in the rejection of bid.
- 8. The Cover II containing the online Price Bid of all the Techno-Commercially Pre-qualified bids will be opened on the date and time which shall be notified to the bidders by VOCPA through e-procurement portal.
- 9. The Cover II (Price Bid) of the bidders who fail to Pre-qualify will not be opened.
- 10. An e-Tendering proposal shall be considered responsive if:
 - a) It is received by the proposed Due Date and Time.
 - b) It contains the information and documents as required in the bid document.
 - c) Contains Bid declaration form in lieu of E.M.D.
 - d) It contains information in formats specified in the Tender document.
 - e) It mentions the validity period as set out in the document.
 - f) There are no significant inconsistencies between the proposal and the supporting documents.

u) Evaluation of bids

After getting technically qualified, the bidder quoting the lowest price will be considered for acceptance and if in the opinion of the port, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the clarification from the bidder to produce detailed price analysis with justification for all items of the bill of quantities.

Price bids of those bidders, who have qualified techno-commercially, will be opened and daily charter rate for valuation will be calculated as per the following parameters:

Quoted Charter Hire Rate per Day = X

Quoted Charter Hire Rate per Day = X

VOCPA Port Authority decision on this shall be final, conclusive and binding. Price

bids of only those tenderers who have qualified in Technical Bid, will be opened.

The bidder quoting Lowest Charter Hire Rate per Day shall be declared as **L1 Bidder** and will be eligible for issuance of letter of award provided the other formalities as per tender conditions are fulfilled.

Fuel for DG set

The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. Considering multiple new technology integration in this project, fuel consumption for the hired tug shall be supplied by the Port on actual consumption basis. The free supply of fuel shall be capped based on equipment fit specifications (DG sets) or as decided by Port Authorities, whichever is lower.

<u>Fuel for DG set per hour per set = ---- Litres per Hour (To be declared by the bidder along with tender</u>.

The Port shall provide shore power free of cost for the Tug during the tenure of the contract.

During the tenure of the contract, if the Tug fuel consumption exceeds the Port's declared figures, the cost towards the excess consumption of fuel will be recovered/deducted from the contractor's account, as per fuel rates prevailing at that time plus 20% overhead charge. Port Authority's decision in this regard shall be final, conclusive and binding.

The fuel consumption of the DG set of Green tug will be calculated as per the following formula:

I)Fuel oil consumption DG Engines in litres/hour = A

ii)Cost of fuel (prevailing oil supply company rate) = B

iii)Actual running hours = C.

iv)Fuel Cost to be calculated D = A X B X C.

The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. The bidder will declare the fuel as per format in **FORM XXIV**.

Fuel for DG set per hour per set = ---- Litres per Hour

The Port shall provide shore power free of cost for the Tug during the tenure of the contract. The bidder will declare the shore power as per format in **FORM XXIV.**

Shore Power for charging per hour = ---- Units per Hour

v) Award of work

- 1. VOCPA shall intimate the successful L1 Bidder by writing through mail or letter of award (LOA) confirming that their offer has been accepted. The L1 bidder can give their consent by way of Letter of Acceptance (LOA).
- 2. After opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Bidders or any other persons. Any efforts by the Bidders to influence the VOCPA in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract shall result in rejection of the Bidder's tender.
- 3. The successful Bidder shall send the Consent of Acceptance (COA) **within reasonable period not exceeding 15 days** of issue of the Letter of award (LOA). In case the successful Bidder fails to send the Letter of Acceptance within the period stipulated above, the LOA is liable for cancellation and the Bid Security Declaration of such successful Bidder shall be forfeited.
- 4. Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by VOCPA shall not be entertained and no extension of time will be granted. The decision for such an extension if any will be at the discretion of VOCPA
- 5. The successful Bidder(s) shall sign the Agreement within 28 days from the date of issue of the Letter of Award / Work Order. The successful Bidder shall furnish the Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA with claim period of at least twelve months within 28 days from date of issue of Letter of Award / Work Order.
- 6. The performance bank guarantee will be either in the form of Bank Guarantee from the scheduled/nationalized banks encashable at **Tuticorin** as per **Section-7- Form- VIII** format or in such form as determined by VOCPA.
- If the successful Bidder fails to execute the agreement within the stipulated time of 28 days to sign the Agreement, the Letter of Award is liable for cancellation. The Bidder shall not be allowed to sign the Agreement without submitting the Performance Guarantee.

Section 5

1) Scope of work for charter of 1 No. 60T battery electric green tug The contract involves "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY" as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding electricity, fuel and fresh water for operations in VOCPA with the following requirements:

- a. The offered tug shall be compliant with the general specifications of Green Tug Transition Programme (GTTP) Phase-I as on the date of issuance of the tender, built under the Green Tug Transition Programme promulgated by the Indian Ports Association on its website on 29.10.2024
- b. Based on specific operational requirements identified by VOCPA and endorsed by VOCPA in the Notice Inviting Tender, deviations vis-d-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of VOCPA.
- c. The offered 60T Battery Electric Green Tug must register under Indian flag Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to VOCPA as per Section 5 Clause 2, including the certificate of class for Fi-Fi and certificate of ASTDS -GTTP Compliance. VOCPA reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient

2) Technical specifications

- 1. The specifications of the supplied tug shall conform with the general specifications endorsed at Section -8-Schedule-II. Any deviations in the supplied tug vis-à-vis promulgated General Specifications shall only be admissible to facilitate compliance with specific requirements of VOCPA as articulated in the Tender Document. Such deviations would be clearly brought out in Section-7-Form-XVII. The bidder shall remain responsible to obtain due approval from SSC/Class authority for such deviations which are emergent on account of specific requirements of VOCPA.
- 2. The contractor shall always supply and keep on board a minimum of adequate Nos. of 30 m long tested polypropylene rope on the drum and additional spare 2 nos. of 30 m long tested polypropylene ropes of adequate strength for towing purposes.
- 3. The whole reach and burthen of the tug, including lawful deck capacity is to be at VOCPA 's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores.
- 4. On the date of commencement of the service, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.
- 5. Joint On hire survey/Off hire survey will be carried out at VOCPA in the presence of VOCPA's Representative by Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at VOCPA's time on contract. Cost of the surveys to be shared equally.
- 6. VOCPA shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the tug at the port of delivery/re-delivery along with GST
- 7. Based on specific operational requirements identified and endorsed by VOCPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of VOCPA for various lawful services including towing, docking and undocking of vessels at VOCPA and any neighbouring port round the clock (24 hours a day) and throughout the contract period:

- 8. Deviations to General Specifications emergent due to specific operational requirements identified by VOCPA would be clearly brought out in Section-7-Form-XVII.
- 9. The bidder shall remain responsible to obtain due approval from SSC/Class authority for such deviations which are emergent on account of specific requirements of VOCPA
- 10. In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the VOCPA to the Contractor and penalty Section 5 Clause 6 and Termination Section 6 Clause 20 shall apply.
- 11. The contract involves chartering of 1 No. 60 T Battery Electric Green Tug by VOCPA for a period of 15 (FIFTEEN) years as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants.
- 12. VOCPA is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days in hybrid mode, at VOCPA with the exemption of charging time for batteries plus allowed maintenance period (Paid Downtime) allowable to them during the Charter period. The controlling officer of the tug shall be the Engineer (i/c) of VOCPA and the crews of the tug shall comply with all instructions from the DEPUTY CONSERVATOR of VOCPA and/or his/her representative.
- 13. The crews of the tug shall take instructions regarding the operations from DEPUTY CONSERVATOR or his/her representative
- 14. All operational costs including crew Wages, Allowance, Victualing, Insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, Lubricants and equipment will be borne by the Contractor. Repairs, Survey and other requirements to keep the tug operational will be to the Contractor's account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in nonpayment of hire charges, for the period tug were not made available and penalty Clause of the Charter Party Agreement shall apply.
- 15. On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.
- 16. The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.
- 17. The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.
- 18. The Chartering will be for a period of 15 (FIFTEEN) years for 1 No: 60T Battery Electric Green Tug from the date of providing the Tug on charter by the Contractor to VOCPA. VOCPA will pay the charter rate at the original rate and the same terms and conditions throughout the contract period and extended period if any.
- 19. The Tug shall be available for the Port operations on all days of the year except for the allowed maintenance period of two days for Tug in a month. The Bidder shall be eligible for 24 days (i.e.) 48hours each month per each Tug as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Navigational aids, deployment of buoy etc as directed by the DEPUTY CONSERVATOR or his authorized Representative(s)
- 20. The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine logbook respectively and the same shall be submitted to the scrutiny of the DEPUTY CONSERVATOR or his authorized representatives(s), whenever requested. The completed logbook shall be sent to the DEPUTY CONSERVATOR 's Office at the end of every month for checking by Officer designated by the DEPUTY CONSERVATOR. The battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load,

repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.

- 21. The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Inland Vessels Act, Harbour Craft Rules and Regulations if any of VOCPA 's and any other legislation related to the operation of 60T Battery Electric Tug
- 22. The Contractor shall be solely responsible for reporting simultaneously to DEPUTY CONSERVATOR and the Police Department immediately of any serious or fatal accidents on the Tug or at any place belonging to the Board including premises leased to or by the Board to any of his employees/workmen engaged by him. The Contractor shall indemnify VOCPA against any claims or actions arising therefrom.
- 23. The Contractor must pay the Wages to the crew engaged by them. The Contractor must take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy. The payment of wages to the crew as per MS Act MUI /NUSI agreement. Failure to make payment of wages to the crew, VOCPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, VOCPA will be at liberty to encash the Performance Guarantee
- 24. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the DEPUTY CONSERVATOR or his authorized representative of DEPUTY CONSERVATOR and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not) all within the Natural Capabilities of the tug
- 25. The Contractor shall not otherwise than in accordance with the 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
- 26. The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid
- 27. The Contractor shall always take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same. In case, VOCPA receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the tug and suitable replacement shall be arranged by the Contractor within 48 hours as per the provisions of 60T Battery Electric Green Tug SOP. If the offence is serious, VOCPA shall inform to the concerned enforcing authorities
- 28. The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, and Customs etc. for deploying the tug for service in VOCPA before tug(s) is/ are put into service. The tug shall be registered as per the statutory requirements of D.G. MS Act (Shipping) complying statuary obligations.
- 29. The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency (s), if required, at no extra cost to VOCPA. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.
- 30. Security of the tug, its appurtenances and crew will be the Contractor's responsibility.
- 31. On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates
- 32. In case of substitution of Tugs, the contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Programme, as third party for Survey if the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contactor's cost. VOCPA may accept the Bollard Pull Test certificate issued by the class surveyor in the

preceding 6 months for the date acceptance of the substitute tug. Trials by Surveyor shall be carried out in the presence of VOCPA 's Representative(s) at VOCPA with full manning crew. Survey report, inspection report and speed trial report by IRS or any other classification society approved by Standing Specification Committee for Green Tug Transition Programme, shall be submitted to VOCPA for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at VOCPA and the Tug shall be under class throughout the contract period

- 33. The Contractor shall be responsible for provide evidence that the tug operates at the required Bollard Pull before commencing the contract and whenever required during the contract period, at the Contractor's cost and time. The offered tug shall undergo a Bollard Pull test to verify the required pull as per tender specifications at full load (100%) using the batteries only , with the battery capacity test conducted in the presence of the Classification Society. The test shall be performed using the battery-operated system at full load to assess battery efficiency. Additionally, the Contractor shall carry out the Bollard Pull test in the presence of a Classification Society surveyor and Port's representative at each drydocking, with the surveyor's report submitted to the port. All Bollard Pull tests during the contract tenure shall be conducted at the Contractor's cost.
- 34. Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period at contractor's cost. In case Bollard Pull of tug is not meeting the required pull, penalty equivalent to 1% of the charter rate per day + GST for each tone or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below 90% of the required Bollard pull, the Port reserves the absolute right to terminate the contract forthwith.
- 35. The Contractor should also comply with ILO/Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of tug as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF
- 36. The tug shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the allowed maintenance period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also, the contactor to comply other instructions of DEPUTY CONSERVATOR or any other authorized person authorized by VOCPA.
- 37. The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the VOCPA Regulations

3) Logbook

- 1. The tug shall maintain deck and engine logbook as per trade practice and the same shall be submitted to the scrutiny of the DEPUTY CONSERVATOR or his authorized representatives, whenever requested.
- 2. The completed logbook shall be sent to the DEPUTY CONSERVATOR 's Office at the end of every month for checking by Officer designated by the DEPUTY CONSERVATOR. The Engine performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.
- 3. It shall be the responsibility of the contractor to report to VOCPA and Security personal deployed by VOCPA during any serious or fatal accidents on the tug or at any place in VOCPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify VOCPA against any claims or actions arising there from.
- 4. In case of receipt of complaints from any crew regarding the non-receipt of wages, VOCPA shall examine the matter and if found reasonable, make the wage payment, premium for

employees' welfare scheme payments and the same shall be recovered from the monthly bills payable to the Contractor. In such cases, a penalty of 5% on the total amount including GST shall be recovered from the contractor. In the event of insufficient funds, VOCPA will be at liberty to encash the Performance Guarantee.

4) Illegal activities

The Contractor's deployed manpower shall not indulge in any illegal, anti-national, antisocial, activities or such activities against VOCPA. Also, always take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same.

In case, the DEPUTY CONSERVATOR receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously. Contractor's personal shall not conflict with orders issued by DEPUTY CONSERVATOR or his/her authorized representative, while on duty. If any personnel are found to be undesirable to be employed in the work, due to administrative or any other reasons, the Contractor, if so, directed by the DEPUTY CONSERVATOR shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of DEPUTY CONSERVATOR.

Any person so removed from the work shall be replaced within a period not more than 7 days at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

5) Deployment

The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, Customs etc. for deploying the tug for service in the port before tug are put into service. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations.

6) Penalty **Downtime Penalty for offered 60T Battery Electric Tug**

If tug is inoperative / unavailable and VOCPA is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows:

In addition to non-payment of charter hire charges on prorate basis and penalty as below will be levied

- Up to 45 Days
- **10%** of hire charges per day
- 46 90 Days
- 20% of hire charges per day

- Beyond 90 Days
- **30%** of hire charges per day
- > If the tug is not available up to 30 minutes, there is no penalty. If non-availability continued beyond 30 minutes, then it will be considered as one full hour.
- > One hour and part thereof will also be considered as full hours i.e. if the Tug is not available for 1 hour 20 minutes, then non- availability will be considered as 2 hours and so on.

In case of non-availability for 1 hour, 2 hours and so on, penalty will be imposed @ 10% of hire charges per hour in addition to Non-payment of hire charges per hour on pro-rata basis.

This Clause will be operative, if the tugs remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Deputy Conservator or his authorized representative for any reasons. In addition to the non- payment of charter rate for the period of non-availability of the tugs, the Penalty shall be levied as per the provisions of the relevant clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

If the Tugs are not operational even after forty five (45) days: -

The contractor has to provide a Substitute Tug with specifications acceptable to port in sea worthy and efficient condition having in possession of all necessary valid certificates and Class certification from IRS/ any other classification society and at such charter rate as declared by port in Substitute Tug (Section 6 Clause 36) clause of the tender document. In case a substitution is made by the contractor. The contractor should diligently take efforts to deploy the substitute tug at the earliest but not exceeding 90 days from the day of non-operation.

Beyond 90 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.

Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 180 days only from the date & time tugs are deployed and failure to deploy the originally offered tugs within **180 days**, the contract is liable to be terminated at the discretion of VOCPA, unless the port authority specifically grants an extension period with reasons to be recorded in writing. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor, the substitute tug with similar or better specifications only may continue for remaining currency period of contract at the sole discretion of VOCPA.

If the Contractor fails to provide the substitute tug after 90 days: -

If contractor expresses his inability to provide the offered tug or substitute tug by 90th day, then the contract may be terminated. In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as per tender document shall apply. The Performance Guarantee shall be encashed as per general conditions of the contract.

Section 6

1) Right to accept or reject any bid

VOCPA reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. VOCPA is also within its rights to negotiate with any bidder for the early implementation of the award of contract.

2) Determination of responsiveness & non-responsiveness

a) Responsiveness checklist

The Bid submitted through E-Procurement bid will be scrutinized to determine whether the bid is substantially responsive to the requirements of the bid documents, including technical specifications without any deviations or reservation.

The Bidder need to submit all details and documents like PANCARD, GST, Company Registration documents, Company Profile, Key Personnel documents etc. The Bid document has to be signed by Authorized person in all pages without any modification in Bid document.

The responsive checklist shall include but not limited to submission of Forms as mentioned in Checklist of Forms in Section-7 and Price Bid as mentioned in Section-8-Schedule-I. The decision of the VOCPA in this regard shall be final.

b) Non-responsive

The Tender is liable to be rejected as a 'Non-Responsive Offer', if it is found that:

- 1. The Bidder includes/adds any condition/corrections in the Price Bid.
- 2. All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
- 3. The Charter Rate is not quoted as per BOQ as per the instructions given in the Bid.
- 4. The rates are quoted in a currency other than Indian Rupees.
- 5. The tender is submitted without proof for ownership/legal possession or contractual obligation of the Tug/ relevant experience for eligibility as stated in the tender.
- 6. Tenders submitted without mentioning in detail the specification of the tug offered or those found non-conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.
- 7. Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as per mentioned in the applicable Sections.
- 8. The Tenders submitted without the performance guarantee as mentioned in clause mentioned in bid. (Once the contract awarded)
- 9. The tender submitted is not fulfilling the above responsive checklist criteria will be treated as non-responsive offer.

3) Confidentiality

After the opening of bids, information relating to the examination, clarification, evaluation comparisons of bids and recommendations, concerning the award of contract shall not be disclosed to bidders or any other persons. Any efforts by the bidders to influence the process of examination, clarifications, Evaluation of bids and decisions concerning award of contract may result in rejection of the bidders bid

4) Notification of award and delivery

- 1. Prior to the expiry of bid validity period prescribed in the bid, VOCPA will notify the successful Bidders through letter/s by email confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which VOCPA will pay to the contractor in consideration of the execution of the contract by the bidder.
- 2. The tug(s) must be placed at disposal of VOCPA for shipping operations positively within 3 days after availability of tug at VOCPA and grant of permission by VOCPA, the contractor shall ensure that the tugs are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green tug Transition Programme.
- 3. Upon the receipt of Letter of Award of the contract, the successful bidders shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Bid Document (Section 7-Form-X), after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to VOCPA, duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to VOCPA
- 4. The successful Bidder shall submit Bank Guarantee towards Performance Guarantee prior to signing of agreement.
- 5. Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted.
- 6. No correspondence will be entertained from the unsuccessful bidders

5) Performance guarantee

The successful Bidder shall furnish an unconditional and irrevocable Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value for such period of the contract and in such form as determined by VOCPA within 28 days from date of issue of Letter of Award / Work Order before signing the agreement.

The performance guarantee will be either in the form of Bank Guarantee from the scheduled/nationalized banks encash able at Tuticorin as per Section-7- Form- VIII format or in such form as determined by VOCPA.

The validity of the BG should be additional claim period of 12 months beyond the tenure of the performance guarantee from any Indian Nationalized bank/Scheduled bank enforceable and encash able at Tuticorin or for such period and in such form as determined by VOCPA.

VOCPA will have unconditional option under the guarantee to invoke the said Performance Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the VOCPA upon mere demand without any demur.

The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.

6) Compliance with statutory requirements:

- 1. The bidder shall always during the currency of the contract comply with all statutory regulations/rules in force from time to time.
- (a) On board Crew wages shall be paid by the successful bidder as per the MUI/NUSI guidelines.
- (b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.
- (c) Bidder must produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to VOCPA along with the monthly bill.
- (d) The contractor shall have valid P&I Insurance for crew and insurance cover for employees other than crew.
- (e) The contractor should comply all statutory labour laws and regulations in force.
- 2. The Contractor should comply statutory regulations in force from time to time. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the VOCPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the VOCPA shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the VOCPA is required or called upon to pay or reimburse on behalf of the Contractor.
- 3. The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc. The contractor to submit the copies of such certificates to VOCPA and produce the originals for verification as required.
- 4. The contractor shall always during the currency of the contract comply with all statutory regulation/ rules in force from time to time. Shore personnel wages if any shall be paid by the contractor as per the Labour laws/guidelines.
- 5. Contractor must submit duly signed copies of all relevant documents like wage slip and proof of payment for EPF, ESI, Insurance for the employee other than crew if deployed at VOCPA along with the monthly bill.

7) Maintenance and Operations

- 1. The contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the DEPUTY CONSERVATOR or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract. The tug should have provision for embarking/ disembarking of pilots as a when deemed necessary
- 2. The tug shall during the charter period be for all-purpose at the disposal of VOCPA and under their control in every respect. The Contractor shall maintain the tug, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall always keep the tug with unexpired classification of the class/MMD and with other required certificates in force.
- 3. VOCPA shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent

basis. Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the tug. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

- 4. The tug in-charge/officer shall execute VOCPA's instructions with the utmost dispatch and to render customary assistance with the tug crew. The Tug in- charge/officer to be under the order of VOCPA except as regards employment, agency or other arrangements. In case VOCPA incurs any expenditure about any unlawful action by crew members or any personnel of contractor the same will be deducted from contractor's account.
- 5. VOCPA or its representative will give all instructions to tug in- charge/officer/crew in English only and the tug in-charge/officer/crew to keep full and correct logs in English, accessible to VOCPA.
- 6. A supervisor/ Liaison officer will have to be deputed by the contractor who must ensure that the tug is always ready for deployment at VOCPA. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing VOCPA scale of rates.
- 7. In case any damage is caused to the shore charging cable by the contractor, the same shall be replaced by the contractor at his own expense. In case VOCPA incurs expenditure due to non-replacement of the charging cable damaged by the contractor, the equivalent amount along with penalty shall be deducted from the bill of the contractor. Non availability of tugs caused from such damages to the shore charging cable by the contractor, will attract penalty on the daily charter rate as indicated in the tender document
- 8. The bidder/contractor shall provide/supply of Lube oil.

8) Facilities provided by the port

- 1. VOCPA shall provide AC shore power free of cost as declared in Section-4 (u) to the Bidder for charging the on-board batteries
- 2. VOCPA shall provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) free of cost as declared in Section-4 (u) to the Bidder for the operation of the diesel generator of the Tug.
- 3. VOCPA shall also provide water and berth free of cost i.e. no vessel related charges including berth hire, port dues etc will be levied
- 4. The necessary shore charging infrastructure shall be provided by the contractor as per provisions of Section-4 (h). However, if the shore infrastructure is damaged due to operation by the contractor, the same shall be repaired/ replaced by the contractor at his own expense. In case of non-compliance of such repairs/ replacement, the same shall be rectified by VOCPA and equivalent amount along with penalty shall be deducted from the bills of the contractor.
- 5. Contractor should exercise diligence in consumption of fuel/power/ water provided free of cost by VOCPA

9) Assignment and subletting

The Contractor shall not sub-let the contract or any part thereof without the written permission of the VOCPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the VOCPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub- letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet.

10) Contractor's subordinate staff & their conduct

The Contractor after award of the work shall furnish names and depute qualified, personnel having sufficient experience in carrying out works of similar nature to whom instructions of works will be given. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the DEPUTY CONSERVATOR or his/her authorized representative.

11) Rates, amounts & taxes

a) Chartered rate

The Bidder shall quote the Charter rate per day of 24 hrs tug in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as non-responsive as per clause 6.2.(b) and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period. The day means 24 hrs of duration commencing from 0600 hrs to 0600hrs of the following day.

b) Chartered amount

- 1. The daily hire rate amount submitted by the Bidder in column in ₹ (Rupees) of BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc. and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Tug shall bear all the costs of running the Tug for operation at VOCPA.
- 2. VOCPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing and LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder free of cost for the operation of the Tug on pre declared terms as provided in Section-4.
- 3. VOCPA shall also provide water and berth free of cost i.e. no vessel related charges including berth hire, port dues etc will be levied and the shore power will be provided free of cost. However, the contractor shall take written permission from DEPUTY CONSERVATOR and shall erect necessary electrical accessories, KWH Meter, breakers, and cables at his own cost for availing shore connection for hotel load, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be always tested periodically & in possession of valid certificates.
- 4. Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.
- 5. The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time, except berth hire & port charges, power and fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing VOCPA 's scale of Rates. However, if a substitute tug/sister/similar tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.

- 6. The contractor shall also be required to make payment for fuel consumed by the tug, whenever the tug is not available for Port operation beyond the allowed maintenance period (paid downtime).
- 7. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of VOCPA 's Representative and if proved guilty of non-performance, the penalty clause shall be applicable.

c) Taxes

- 1. The daily charter hire rate amount quoted shall be inclusive of all taxes (except GST], duties, education cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Tug to VOCPA
- 2. The GST will be reimbursed by VOCPA only on reflection of GST Paid by contractor in VOCPA 's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, etc., as applicable. The contractor will perform such duties regarding the deduction of such taxes at source as per applicable law. VOCPA will review the payment of GST on quarterly basis and if any discrepancy observed, then the contractor will be informed to sort out the discrepancy. Until then VOCPA reserves the right to hold on the payment.
- 3. VOCPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable

12) Period of contract.

Period of Contract is 15 (FIFTEEN) years. Extension if any at sole discretion of VOCPA at same terms and conditions subject to satisfactory performance.

13) Payment terms

- 1. VOCPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column ₹ (Rupees) in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement.
- 2. Hire Rate of Tug per month = (Daily Charter hire Rate per day as per column ₹ (Rupees) of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).
- 3. In case of recoveries like penalties, or any dues to the VOCPA or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month-chartered bill amount or any outstanding amount payable to the contractor including Bank guarantee.
- 4. The contractor shall submit the monthly tax invoice. The tax invoice for each month shall be submitted by the contractor within 7 days from the end of the calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 30 days from the date of submission of invoice in all respects to DEPUTY CONSERVATOR subject to compliance of all term's conditions. VOCPA will ensure to make the payment within the stipulated time. In case of any need for any clarification, VOCPA shall make the payment after seeking clarification and satisfactory clarification being submitted by the contractor. Contractor is not eligible to claim any compensation or interest for delayed payment. VOCPA may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

ECS Payment: The Bidders are advised that all payments related to this subject work would be made through ECS (Electronic Clearing Service). The Bidder would be required to provide the following particulars of their bank account along with their bid. The payment will be made through ECS only.

Sno	Particulars of Bank Account	Details
1	Bank Name	
2	Branch name & address	
3	Phone No.	
4	Type of account	
5	Account number	
6	Nine-digit MICR Code number	
7	IFSC Code	
8	GST Number	
9	PAN Number	

The GST will be reimbursed by VOCPA, on reflection of ITC in VOCPA 's GST portal.

14) Income tax deduction

- 1. The deduction of taxes at source if any shall be made by the VOCPA and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor.
- 2. Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

15) Insurance

The Contractor shall take suitable comprehensive insurance at their cost for the Tug including hull, machiner14y P&I for the crew for performing various operations at VOCPA. The Contractor shall also take insurance against damages to VOCPA /3rd party property, P&I insurance for tugs and personnel on duty. The Contractor to submit proof of payment of insurance premium to the VOCPA within **15 days** from the date of award of contract or before deployment and shall keep the same renewed from time to time as necessary for the duration of the contract and produce the same to the employer on demand or whenever necessary.

16) Downtime and allowed maintenance period

The Bidder shall be eligible for 48 hours (i.e. 2 days) allowed maintenance period for Tug in a month i.e., 24 days in a year during the currency of the contract. In case of non-utilization of allowed maintenance period (downtime) during the year, the Bidder shall be allowed to carry over a maximum of 6 days of unutilized downtime to subsequent years i.e., in a year carry forward will be allowed for only 6 days and in any year bidder will get maximum 30 days as a permissible downtime and regardless of downtime whether utilized or not, only up to 30 days of downtime can be accumulated. The excess days will lapse automatically.

17) Lien

VOCPA shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by VOCPA to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between VOCPA and the Contractor.

18) Indemnity

- 1. Contract shall indemnify VOCPA and every member, worker and employee of VOCPA against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against VOCPA for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.
- 2. Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the tug to the property of VOCPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.
- 3. No official or employee of VOCPA shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

19) Force majeure

- 1. In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period more than 15 days.
- 2. "The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war".
- 3. Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 4. Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.
- 5. To meet any force majeure or extra ordinary situations wherein temporary substitution for 60T Battery Electric Green Tug, Tugs could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the contractor shall approach VOCPA to obtain specific clearance from SSC- GTTP, laying out the reasons for non -compliance, tenure of deployment and shall submit valid documentary evidences thereof

20) Termination

The Contract can be terminated under the following cases:

- 1. VOCPA reserves the right to terminate the contract as mentioned in the Penalty Clause of the General Conditions of Contract.
- 2. Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, or obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender after giving three warnings in writing by VOCPA.
- 3. The Contractor fails to fulfil the statutory requirements and other conditions as indicated in the Tender Document for the operation of the Tug.
- 4. When the Bollard Pull of the Tug falls below norms set in the scope of work.
- 5. In case of indiscipline of the crew of the tug or refusal to carry out the orders of DEPUTY CONSERVATOR or his/her authorized representative(s).
- 6. In case of unavailability of a tug, the contract of the tug will only be terminated as per the terms and conditions of the contract.
- 7. During the pre-acceptance trail or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.
- 8. In case, the Contract is terminated for any of the above reasons, the VOCPA shall forfeit the Performance Guarantee submitted by the Contractor.

21) Changes in Constitution

Any change in constitution of either party at any time after this tender shall not affect the contract. Accordingly, parties or their successors/permitted assignees would continue to enjoy the rights and responsibilities after any change in constitution of either or both the parties during the charter / contract.

22) Failure Clause

If the Contractor fails to submit the subsequent documents to VOCPA after carrying out the trials and tests by third party (IRS or any other classification society as approved and notified by SSC-GTTP) at VOCPA and it is found that the tug is not in position for subsequent deployment at VOCPA, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

23) Foreclosure

VOCPA has the right to foreclose the contract for National Security, National Emergency and in public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared power/ fuel consumption etc. VOCPA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

24) Dispute resolution

- 1. In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with the termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.
- 2. Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by the Ministry of Finance vide OM No. F 11212024-PDD Dated 03.06.2024, as amended/superseded from time to time.
- 3. The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at Tuticorin shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract/tender shall lie within the jurisdiction of the court where the headquarters of VOCPA is situated.

25) Pollution damage

The contractor shall be liable for pollution damage and the cost of cleanup which has been caused by the tug (Deployed by the Contractor under the agreement to VOCPA) and/or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause of allow the discharge, spills or leaks or any pollutants from any source whatsoever. The contractor should exercise due diligence during bunkering by taking adequate oil pollution preventive measures including but not limited to the deployment of boom all around the craft.

26) Certificates

The Contractor shall comply with all acts, regulations and bye-laws related to the operation of the tug in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, MMD, IR Class/ any other classification society approved and notified by SSC-GTTP etc. for deploying the tug for service in the port, before the tug is put into service as per MS Act.

27) Accommodation and Manning

- 1. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations to perform coastal voyages to neighbouring ports with the option of changing the manning pattern as per the requirements of the MS Act. The contractor should maintain an adequate number of crew in their payroll so that leave and exigencies can be accommodated by the contractor.
- 2. The tug should have a set of competent and qualified Crew and shall be manned as per Safe Manning Requirement prescribed by DG Shipping for Nautical & Engineering Discipline for Tugs trading only on smooth/ partially smooth waters near a Port during course of normal deployment as defined in Annexure-I-D17 for Nautical Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 19.03.2012 and Annexure-I-E-20 for Engineering Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 10.04.2012. The tug will be predominantly operating in harbour waters only. However, it

will be the responsibility of the bidder to keep the tug manned as per the Safe Manning Requirement prescribed by DG Shipping at all times.

- 3. Notwithstanding anything contained in Section 6 27(2), the provision of accommodation facility in the Tug shall be in accordance with the norms prescribed by DG Shipping for vessels performing international voyages as per MS Act 1958.
- 4. The crew must have a valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to VOCPA and produce the originals for verification as required also when the crew changes, their COC should be submitted to VOCPA.
- 5. The contractor shall at his own expense provide all safety gear for all the employees engaged during the work.
- 6. All other operations required in connection with berthing and un-berthing of vessel operations within the port and such other operations as are conventionally performed by tug or any other work authorized by DEPUTY CONSERVATOR or his/her representatives.
- 7. The successful Bidder is required to operate the tug in accordance with the class requirements and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guidelines issued by DG (Shipping) for always performing coastal voyages while on contract with VOCPA. Only Indian Nationals will be allowed to work in the tug. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of tug as per the statutory provisions.
- 8. The Contractor is always required to man the tug for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.
- 9. The bidder shall provide adequate manpower as per MS act & Manning for always performing the coastal voyage during the currency of contract.
- 10. The crew should be with proper certificates, documents and other certificate applicable to seafarers (with valid CDC, Passport, SID etc). The contractor will be required to submit the attested copies of such certificates to VOCPA and produce the originals for verification as required.
- 11. The contractor shall make repatriation for crew members from/ to their hometown during Sign on/ off as the case may be.
- 12. The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at VOCPA site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken by the contractor.
- 13. During the currency of contract P&I certificate for crew to be always kept valid for the crew related claims. In case of non-compliance, VOCPA has the right to pay such claims and recover from the monthly tax invoice.
- 14. The wages and other relevant applicable payments to the personnel to be made only through bank transactions and record of the same to be maintained for periodical verification.
- 15. The contractor should comply all rules and regulations as per state/central/labour act as on date.

28) Change of crew

The bidder shall bring to the notice of DEPUTY CONSERVATOR during the change of deployed crew. All required certificates should be submitted.

29) Maintenance of Class

The Bidder shall confirm to maintain the tug in its original IRS class or any other classification society as approved and notified by SSC-GTTP, during the entire contract period. VOCPA should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the tug in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the tug and to provide the Class certificate and GTTP Certificate at the Bidder's cost.

30) Contract Agreement

The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 100/- as per VOCPA format for the due and proper fulfilment of contract within **28 days** from the date of issue of letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with LOA shall constitute a binding contract between the VOCPA and the Contractor.

The Bidder in consideration of payments to be made to him shall execute the contract agreement as described in the tender including any amendments or additions or alterations or changes thereto.

31) Access to the port area

For the R.F.I.D. gate entry passes for inspection for the purpose of making the offer or for the execution of work for the successful bidder, the bidder shall contact DEPUTY CONSERVATOR, Marine Department. The gate entry pass shall be on a chargeable basis as per Port's Scale of Rates. For long-term port entry/exit passes, the contractor needs to obtain police verification from all the personnel deployed at the Port about their contract. No crew members should leave the craft without permission of VOCPA.

32) Breakdown maintenance

The breakdown time of the tug shall commence, when the tug fails to report for the operations, whenever the signal station or Officers-in-charge of operation makes requisition for the tug and the tug are not made available due to breakdown or for any other reasons. After the completion of the Breakdown maintenance, the Master/Engineer of the tug must inform the readiness of the tug to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end.

The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 hours. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

The designated Officer to look after the Operation of the Chartered tug nominated by the DEPUTY CONSERVATOR shall maintain the records relating to Breakdown tug Operation, BP, Fuel oil (LSHFHSD) issued and consumed, shore power charging utilized, running hours, Maintenance Period and other statutory information designated officer shall scrutinize the logbook and shall certify the details of the operation including Breakdown and Maintenance of the tug, Fuel oil consumption and send monthly report to DEPUTY CONSERVATOR

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by VOCPA officials, the cost of the same shall be recovered from the contractor as deemed fit by VOCPA. In case of serious cases, severe action shall be taken against those indulging in such activities.

33) Cost Escalation

The quoted rates shall be firm throughout the tenure of the contract. No Escalation is payable over and above the rates quoted by the contractor for any reasons whatsoever.

34) Training

- 1. The crew needs to attend training and in drills conducted by VOCPA from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions.
- 2. Also, the contactor should impact periodical training to all crew and shore personnel and the training records may be submitted to VOCPA on quarterly basis.
- 3. As the tug is on long term charter with VOCPA in case if port warrants internship training for students, the same to be imparted to the students as per VOCPA instruction.

35) Veracity verification

- 1. VOCPA reserves the right to verify the veracity of submitted/uploaded documents (For previous work experience & financial turnover as mentioned in Prequalification Criterion clause) from the issuing authority i.e. previous employer/Govt/PSU etc directly.
- 2. If veracity is not received by VOCPA from previous employer/Govt/PSU etc, the bidder will be intimated to support in obtaining the same for proceeding further evaluation process.
- 3. In situations where the process of veracity verification cannot be established, VOCPA may not be in position to consider the respective bidder for further evaluation process. VOCPA 's discretion will be final in this regard.

36) Substitute tug

Substitute/Similar tug shall be of similar or better in seaworthy operating condition subject to the following conditions:

- 1. Year of Build- 15 years at the time of commencement of contract
- 2. Overall Length- **30-35 metre**
- 3. Freeboard: Maximum 3 metre
- In case of substitution with 60T Conventional Tug as per the provisions of the SOP

for ASTDS- GTTP, the average fuel/ power consumption per hour of the offered Tug will be arrived based on the average fuel consumption of the main engine and DG set for a similar tug for the last six months worked in the port. In case the duration of having worked in Port is less than six months, the average fuel consumption of the Main Engine and DG set for the entire duration will be taken. • In case of substitution with 60T Battery Electric Green Tug as per the provisions of the SOP for ASTDS-GTTP, the average fuel/ power consumption per hour of the offered Tug will be as per the declaration provided in Section 4 (u).

- The fuel for the substitute tug will be provided by Port at free of cost.
- The Charter Hire rate per day for Substitute tug to be as follows:

Case-I: (Substitution with Conventional Tug)

In case the successful bidder supplies a **60T** Bollard Pull substitute Conventional Tug till deployment of the newly built Green Tug to commence the contract, daily charter hire rate for the same tug shall be fixed at **50%** of the awarded daily Charter Hire Rate.

Case-II: (Substitution with Battery Electric Green Tug)

In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at **90%** of the awarded daily Charter Hire Rate.

37) NEW DESIGN

In case where the buyer records any of the following:

- 1) New technology other than battery electric Tug.
- 2) Any other alternate propulsion

A separate design confirming to the buyer's requirement may be developed by the respective builder/designer. The workmanship and quality of the vessel set out by this specification shall be complied with in such cases also if the vessel is intended to be operated in Indian Port's. These new designs must be presented to the SSC committee for evaluation and GTTP compliance before being classified as ASTDS- GTTP Designs.

In case any Green alternative fuel is used for alternate propulsion, the bidder shall make necessary arrangements for receiving Green alternative fuel. Port will reimburse the charges for the Green alternative fuel with all applicable taxes and transportation charges at actuals on submission of original bills.

Section 7

Checklist of forms to be submitted by the bidder:

S. No.	Form No.	Description of Form	Submitted (Yes/No)
1	FORM-I	TENDER FORM	
2	FORM-II	BID SECURITY DECLARATION	
3	FORM-III	INTEGRITY PACT	
4	FORM-IV	PROFILE OF THE BIDDER	
5.	FORM-V	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)	
6	FORM-VI	ANNUAL TURN OVER	
7	FORM-VII	POWER OF ATTORNEY	
8	FORM-VIII	FORMAT OF PERFORMANCE GUARANTEE	
9	FORM - IX	LETTER OF ACCEPTENCE	
10	FORM – X	CHARTER PARTY AGREEMENT	
11	FORM – XI	EVIDENCE TOWARDS SITE VISIT	
12	FORM- XII	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT	
13	FORM - XIII	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM	
14	FORM - XIV	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS	
15	FORM – XV	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING	
16	FORM – XVI	FORMAT FOR INFORMATION REGARDING LITIGATION	
17	FORM – XVII	DECLARATION BY BIDDER	
	FORM – XVII	PORT'S SPECIFIC REQUIREMENT	
18	FORM – XVIII	GTTP COMPLIANCE DECLARATION	
19	FORM – XIX	GTTP COMPLIANCE CERTIFICATE	
20	FORM – XX	UNDERTAKING FROM SHIPYARD IN INDIA (OPTIONAL)	
21	FORM – XXI	UNDERTAKING FROM ESS SUPPLIER (OPTIONAL)	

22	FORM – XXII	UNDERTAKING FROM ELECTRICAL INTEGRATOR (OPTIONAL)	
23	FORM – XXIII	UNDERTAKING FROM BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD & ELECTRICAL INTEGRATOR UPON SELECTION.	
24	FORM – XXIV	FUEL CONSUMPTION AND SHORE POWER	
25	FORM – XXV	DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS	

Form-I: Tender form

(Bidder shall upload the duly filled Tender Form in the company letter head)

Date: DD/MM/YYYY

To, DEPUTY CONSERVATOR TUTICORIN

Sir/Madam,

Sub: "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"- Reg.

Reference: Tender No. MAR-TECH/GTTP TUG/2025 dated 03/04/2025

NIT No. VOCPA/MAR/HIRE GTTP/2025/02 dated 03/04/2025

1) I/We, (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for to VOCPA

2) All information provided in the tender including Addendum/Corrigendum and in the Forms/Annexure are true and correct and all documents accompanying such tender are true copies of their respective originals.

3) I/We shall make available to VOCPA any additional information it may find necessary or require supplementing or authenticate the Tender.

4) I/We acknowledge the right of VOCPA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5) I/We also certify the following:

a) I/We have not been debarred by the Central/State Govt. or any entity controlled by then or any other legal authority for participating in any tender/ contract/agreement of whatever kind

b) I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority/entity for breach on our part.

6) I/We declare that:

a) I/We have examined and have no reservations to the bid document, including the Addenda/Corrigendum issued by VOCPA thereon

b) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence to influence

7) I/We understand that VOCPA reserves the right to accept or reject any tender and to annul the bidding process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof

8)	(Name of Bidder) hereby und	lertak	tes that I/	We	will abide b	y the d	ecisio	on of \	/OCPA i	n the
matter	of examination	, evaluation	and	selection	of s	successful	bidder	and	shall	refrain	from
challen	iging or question	ing any decis	sion t	aken by V	OCF	PA in this r	egard				

Thanking you,

Yours faithfully,

Signature of authorized signatory of firm/Lead member	(Seal)
Name:	
Designation:	Date:
Address:	

Enclosures:

Form-II: Bid security declaration

(Bidder shall upload the duly filled Tender Form in the company letter head and send the hardcopy to the following address on or before the time of opening of technical bid)

Date: DD/MM/YYYY

To,

DEPUTY CONSERVATOR VOCPA Tuticorin

Sir/Madam,

Sub: "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"- Reg.

I/We, the undersigned, do hereby 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 two year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impaired or deviated 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) failed or refused to execute the contract, if required, or

(ii) failed or refused 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.

NAME:

DESIGNATION: SEAL

SIGNATURE:

Place:

Date:

Form-III: Integrity pact

(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach VOCPA corresponding address before opening technical bid as per date and time given in the Tender.)

GENERAL

This pre-bid pre-contract Agreement (herein after called the Integrity Pact)

BETWEEN

VOCPA, represented by the Chairman, VOCPA hereinafter referred to as "THE PRINCIPAL" / "EMPLOYER"

AND

Preamble

To achieve these goals, the principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

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 after the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment/material/spare 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 BIDDER / CONTRACTOR to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows: -

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer 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 / CONTRACTOR, either for themselves or for any person, organization 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.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDER / CONTRACTOR alike, and will provide to all BIDDER / CONTRACTORs the same information and will not provide any such information to any BIDDER / CONTRACTOR which could afford an advantage to that BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairperson of VOCPA / Chief Vigilance Officer of VOCPA any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

The BIDDER / CONTRACTOR commit himself/ herself to take all measures necessary to prevent corruption. He/she commits himself/herself to observe the following principles during his/her participation in the tender process and during the post contract stage.

(i) The BIDDER / CONTRACTOR will not enter with other BIDDER / CONTRACTOR into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(ii) The BIDDER / CONTRACTOR will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988. Further the BIDDER / CONTRACTOR will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the PRINCIPAL/ EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iii) The BIDDER / CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, 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.

(iv) The BIDDER / CONTRACTOR further undertakes that neither the firm nor its representatives have not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL/ EMPLOYER 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 Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

(v) The BIDDER / CONTRACTOR of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the BIDDER / CONTRACTOR of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(vi) BIDDER / CONTRACTOR shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.

(vii) The BIDDER / CONTRACTOR r further confirms and declares to the PRINCIPAL/ EMPLOYER that the BIDDER / CONTRACTOR 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 PRINCIPAL/ EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER / CONTRACTOR, 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. (viii) The BIDDER / CONTRACTOR, 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 PRINCIPAL/EMPLOYER 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.

(ix) The BIDDER / CONTRACTOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(x) The BIDDER / CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

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

(xii) The BIDDER / CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(xiii) The BIDDER / CONTRACTOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(xiv) If the BIDDER / CONTRACTOR or any employee of the BIDDER / CONTRACTOR or any person acting on behalf of the BIDDER / CONTRACTOR, either directly or indirectly, is a relative of any of the officers of the PRINCIPAL/ EMPLOYER, or alternatively, if any relative of an officer of the PRINCIPAL/EMPLOYER has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the BIDDER / CONTRACTOR 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.

(xv) The BIDDER / CONTRACTOR shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL/ EMPLOYER.

(xvi) The person signing integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

(xvii) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

Previous Transgression

The BIDDER / CONTRACTOR 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 Enterprises in India or any Government Department in India that could justify BIDDER / CONTRACTOR 's exclusion from the tender process. If the BIDDER / CONTRACTOR make incorrect statement on this subject, the BIDDER / CONTRACTOR can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the BIDDER / CONTRACTOR or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR shall entitle the PRINCIPAL / EMPLOYER 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 / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.

(ii) Bid security declaration (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER 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 / CONTRACTOR.

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

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

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

(vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.

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

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

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

(xi) The BIDDER / CONTRACTOR accepts and undertakes to respect and uphold the PRINCIPAL/EMPLOYER 's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the BIDDER / CONTRACTOR can prove that he/she has restored /recouped the damage caused by him/her and has installed a suitable corruption prevention system, in such a case, it will be discretion of the PRINCIPAL/EMPLOYER to revoke the exclusion prematurely.

(xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or

Prevention of corruption Act, 1988 including amendments thereon or any other statute enacted for prevention of corruption.

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

Fall Clause

The BIDDER / CONTRACTOR undertakes that it has not supplied / is not supplying similar product / systems or subsystems at a price lower than that offered in the present bid in respect of any other Ministry / Department of the Govt. of India or PSU and if it is found at any stage that similar product / systems or subsystems was supplied by the BIDDER / CONTRACTOR to the Principal at a lower price, then that very price, with due allowance for elapsed time, will be applicable to the present case and the difference in the cost would be refunded by the BIDDER / CONTRACTOR to the PRINCIPAL / EMPLOYER, if the contract has already been concluded.

Independent Monitors

The Principal/Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors)

- (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.

(a) 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.

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

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / tender, including minutes of meetings.

(d) 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 Principal and the Chief Vigilance Officer of VOCPA.

(e) The BIDDER / CONTRACTOR accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR 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 / CONTRACTOR with confidentiality.

(f) The PRINCIPAL / EMPLOYER 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 PRINCIPAL / EMPLOYER and the BIDDER / CONTRACTOR. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of PRINCIPAL / EMPLOYER / Chief Vigilance Officer of VOCPA within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / EMPLOYER / BIDDER / CONTRACTOR and should the occasion arise, submit proposals for correcting problematic situation.

(h) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he will so inform the Management of the PRINCIPAL / EMPLOYER and request the Management to discontinue or to take corrective action, or to take other relevant action. The Monitor can in this regard submit non-binding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(i) If the Monitor has reported to the PRINCIPAL / EMPLOYER substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the PRINCIPAL / EMPLOYER has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer of VOCPA, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

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

Other Provisions

Changes and supplements as well as termination notices need to be made in writing. If the BIDDER/ CONTRACTOR is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER and the courts of **Tuticorin** shall have absolute jurisdiction in the matter

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.

<u>Validity</u>

The validity of this Integrity Pact shall be from date of its signing and extend up to 5 years or the complete execution of the contract to the satisfaction of the PRINCIPAL / EMPLOYER including warranty period whichever is later. In case BIDDER / CONTRACTOR is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by VOCPA

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.

Equal treatment of all Bidders / Contractors

(a) The BIDDER / CONTRACTOR undertake to demand from all sub- contractors a commitment in conformity with this Integrity Pact, and to submit it to the PRINCIPAL / EMPLOYER before contract signing.

(b) The PRINCIPAL / EMPLOYER will enter into agreements with identical conditions as this one with all BIDDERS / CONTRACTORS.

(c) The PRINCIPAL / EMPLOYER will disqualify from the tender process all BIDDER / CONTRACTORS who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____on ____day of ____(Month), 2____

The PRINCIPAL / EMPLOYER BIDDER / CONTRACTOR represented by represented by the Chairperson, VOCPA

Name of the Officer

Name of the Official

Designation

Designation

Witness 1

Witness 1

Name

Name

Adress

Adress

Witness 2

Witness 2

Name Name Adress Adress Place Date Date

61

Form-IV: Profile of the bidder

General Information	
Type Of Vendor	Person / Organization / Group
Registered Name of the Vendor	
Type of the Vendor	MSME / MSME (SC) / MSME (ST) / Others
Address of the Registered Office or Head Office	
Mailing Address of the Bidder	
PAN	
GSTN Number	
Phone Number (with STD code)	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	
Name of Authorized Signatory	
Mobile No. and Email ID of the Authorized <u>Signatory</u> Email: Mobile No:	
Name of Contact Person	
Mobile No. and Email ID of the Contact <u>Person</u>	
Email: Mobile No:	
Other details, if necessary	
RTGS / NEFT Details	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS* - Code of the Branch	
NEFT** - Code of the Branch	
MICR Code	

RTGS* - Real Time Gross Settlement" NEFT** - *National Electronic Fund Transfer".

These "IFSC" Codes are unique numbers of each Branch - "Indian Financial Service Code'. For some Branches both the codes are the same and some Banks, may maintain one Code No. for RTGS and another Code No. for NEFT. Hence, please fill -up both the rows, even if it is the same.

[Name and Designation of Signatory]

Seal & Signature of Authorized Person

Name:

Designation:

Date:

Place:

Name of Firm:

Address:

Form-V: Work executed during last 7 years

<u>Please provide information only for the projects as per Eligibility criteria for which the</u> <u>Employer as a corporate entity legally contracted your firm, or where your firm</u> <u>participated as one of the major companies within a consortium/company.</u>

Contractor's Experience in similar projects only:

S1.	Project	Project	Amount	Contract Period					
No	Name	Value	in INR	Date of commencem ent	Date of Actual completion				

Note:

i. Copy of the documentary proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria of instructions to bidder. The copy of document should be duly notarized, subject to production of the originals when demanded.

ii. Separate sheet for each completed works should be attached by the bidder.

DATE:

BIDDER'S SIGNATURE WITH STAMP

Form-VI: Annual financial turnover

Firm's Financial Data: Turnover of the firm

S1. No.	Particulars	Turnover in INR**
1	FY 2021 – 2022	
2	FY 2022 – 2023	
3	FY 2023-2024	
	Average of 03 years	

**Note:

Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria as mentioned in Section 3 Clause 3 of Instructions to the Bidders. The copy of document should be duly notarized, subject to production of the originals when demanded.

DATE: STAMP BIDDER'S SIGNATURE WITH

Form-VII: Proforma of Power of Attorney

(To be executed on non-judicial stamp paper of Rs.100/- the appropriate value in accordance with relevant stamp Act. The stamp paper to be in the name of the company who is issuing the power of Attorney)

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____day of _____20XX

.....

(Signature of authorized Signatory)

.....

(Name authorized Signatory in Block Letters)

WITNESS

Witness 1: Name : Address:

Witness 2: Name :

Address:

Seal of Company

Designation:

Designation:

*Note:

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.

Form-VIII: Format for Performance Security (Bank Guarantee)

(On non-judicial stamp paper of the appropriate value in accordance with stamp Act. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/ Sectioned Bank in India)

From: _____

Name and Address of the Bank _____

То

DEPUTY CONSERVATOR VOCPA

This DEED OF GUARANTEE executed atbyby (Name of the Bank) having its Head/Registered Office at (Hereinafter referred to as "the Guarantor" which expression shall unless it be repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

In favour of

The Board of Directors of VOCPA having its office at **V. O. Chidambaranar Port Authority, Harbour Estate, Administrative Building, Thoothukudi -628004** which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS,

M/s

NOW THIS DEED WITNESSETH that in consideration of the premises, we _____ Bank hereby guarantees as follows:

a) The Successful bidder shall execute the Contract Agreement before ______(date) and shall perform the contract of for "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY" in accordance with the bid documents.

.....only) within five (5) days of receipt of a written demand thereof from the VOCPA stating that the Successful Bidder has failed to meet its performance obligations as stated in the contract.

c) The above payment shall be made by us without any reference to the Contractor or any other person and irrespective of whether the claim of the Company is disputed by the Contractor or not.

d) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (3) month i.e., up to and inclusive of ______(date).

e) In order to give effect to this Guarantee, VOCPA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the VOCPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the VOCPA against the Contractor or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of VOCPA or any indulgence by the VOCPA to the Contractor to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

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

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

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

i) Notwithstanding anything contained herein:

- b) This Bank Guarantee shall be valid up to _____
- c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before
 ______ (date of expiry of guarantee).

__; and

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

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

Date
:
(Signature of Authorized person of Bank)

Place
:
(Name in Block letters)

(Designation)
(Address)......

(Address)......
(Address).....

Bank's Seal:
.........

Authorization No:
.........

Witness:
......

1. Name
:

Signature

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

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

Form-IX: Letter of acceptance

"HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG Sub: TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY" - Reg.

То

DEPUTY CONSERVATOR VOCPA, TUTICORIN

This has reference to the Proposal being submitted by us in respect of the Contract for "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MAINTENANCE MANNING. **OPERATION**, AND COMPLETE **TECHNICAL** MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT **AUTHORITY"** in response to the tender document issued by VOCPA

We hereby confirm the following:

We ------(name of firm furnishing the Letter of Acceptance), 1. have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

The tender document issued by VOCPA

All subsequent communications between VOCPA and the Bidder, represented • ______ (Name of the firm) The proposal being submitted by------ (Name of the firm) by_

We agree to abide by the terms and conditions of the Tender Document, the 2. commitments made at the pre-bid meeting and the proposal being submitted by the Bidder in respect of the Charterer.

We also reaffirm that 3.

(Name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Bidder continues to be authorized representative and signatory in respect of all matters concerning our Tender application for this chartering and contractual commitments thereof.

For and on behalf of :

Signature :

(Authorized Representative and Signatory):

Name of Person : Designation : Seal with date •

Form-X: Charter Party Agreement

this It is day of__ Two __mutually agreed between the Board of Thousand VOCPA, hereinafter referred to as "the Board" (which expression shall mean and include and successors) the their assignees on one part AND M/s..... company a having its Office at hereinafter referred to as the "the Contractor" (which expression shall mean and include their permitted assignees and successors) on the other part:

(Tender Issuing Authority)

AND WHEREAS the Contractor herein has agreed to charter the said Tug on the terms and conditions contained herein:

NOW THIS AGREEMENT WITNESSETH

- 1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter refereed to.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - a) This contract agreement
 - b) Notice Inviting Tender
 - c) General Instructions to Bidders
 - d) Instruction for Online Bid Submission
 - e) Instruction to Bidders (ITT)
 - f) Scope of Work
 - g) General Conditions of contract
 - h) Special conditions of contract
 - i) Addendum/ Corrigendum of tender documents
 - j) BOQ
 - k) Letter of Acceptance
 - 1) Performance Security/Bank Guarantee

Other conditions agreed and documented through various correspondence dated

- 4. The contractors have represented the description of the said 60T Battery Electric

Green Tug as per "FORM IX".

- 5. The Tug to pay the hire charges, Rs. _____(Rupees_____only) per day or part thereof on prorate basis at the end of each calendar month, within thirty days after submission of bill by the contractors and in accordance with of general conditions of contract, commencing in accordance with agreement until her redelivery to the contractor. Payment shall be made in Indian rupees only.
- 6. The contract shall be governed by all the conditions as described in the General conditions of contract, scope of work and any other conditions given in the tender document.
- 7. This agreement shall be governed by the laws of India and subject to the clause of Arbitration, shall be subject to the jurisdiction of the courts in Tuticorin.
- 8. This agreement, together with the schedule hereto constitutes and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels and all prior understandings or agreement, verbal or otherwise in relation thereto, which may exist between the parties evidenced in or writing or signed by the parties hereto subsequent to the date of execution of this agreement shall be considered a part of this agreement if so desired by the parties hereto.

IN	WITNESS	WHEREOF:	This	charter	is	executed	at .				on	the
	0	lay of		(mont	:h) _		(y	ear)	herein	above	written	the
un	dersigned o	competent wit	tnesse	s.								

For M/s	For VOCPA				
(Contractor)	terer)				
WITNESS	WITNESS				
Name:	Name:				
Designation	Designation				

<u>Signature</u>

Form-XI: Evidence towards site visit

	cr	
Seal, Name and Signature of the bidder	Name, designation and signature of representative who assisted bidder during site visit.	Seal, name and signature of ME GR-1

Form-XII: Format for Joint Venture/Consortium Agreement

(To be submitted on Non-judicial Stamp Paper of appropriate value)

This Joint Venture / Consortium Agreement is made and entered into on this...... day of2025 by and between (i) M/s. (Name of the firm to be filled-in)......,(ii) M/s......(Name of the firm to be filled-in,, primarily for the work under the VOCPA Port AUTHORITY.

All the partners of the Joint Venture / Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium'.

1. Formation of Joint Venture/Consortium

1.1.

(i)M/s..... (Name of the firm to be filled in) is engaged in.....

.....(Details of the works undertaken by the party)

(ii)M/s..... (Name of the firm to be filled in) is engaged i..... (Details of the works undertaken by the party)

(iii)

1.2. On behalf of Board of AUTHORITY of VOCPA Port (hereinafter referred to as -Employerl), the Chief Mechanical Engineer, VOCPA Port AUTHORITY has invited bids from the experienced, resourceful and bonafide Developers with proven technical and financial capabilities of executing the work______.

1.3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the VOCPA Port AUTHORITY and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (.....Name of Partner to be filled in.....) shall be the Lead Partner and (i) (.....Name of Partner to be filled in.....), (ii) (.....Name of Partner to be filled in.....), shall be the the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS

1.4 The Joint Venture/Consortium will be known as...... (.....Name of JV to be filled in.....) and shall consist of (i) (.....Name of the firm to be filled in.....), (ii) (.....Name of the firm to be filled-in.....), parties to the present agreement.

1.5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

1.6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

1.7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

1.8. The Joint Venture/Consortium will be dissolved and this agreement will cease to have effect on completion of this project, maintenance and fulfillment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

1.9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (....Name of JV/Consortium to be filled in) and the

Contract shall be signed by legally authorized signatories of all the parties.

1.10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

1.11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s..... (Name of the partner to be filled-in) -.....

(ii) M/s..... (Name of the partner to be filled-in) -

(iii)

1.12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (.....Name of Partner to be filled-in) shall carry out the following works

c) (.....Name of Partner to be filled-in.....) shall carry out the following works

d)

.....

1.13. The parties hereto agreed that each of them shall duly and properly perform all the functions and all costs related to their respective works.

1.14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

1.15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of VOCPA for the performance of the contract.

1.16. Notwithstanding demarcation or allotment of work between JV/Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

1.17. The Lead Partner shall be authorized to act on behalf of the JV/Consortium.

1.18. All the correspondences between the Employer and the JV /Consortium shall be routed through the Lead Partner.

1.19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV

/Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

1.20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

1.21. All the parties of the JV/Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

1.22. The JV/ Consortium shall have a separate JV/Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the VOCPA Port AUTHORITY shall be through that account only.

The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this theday of......2025

(i) Signature Name

Designation seal & Common seal of the firm

(ii) Signature Name

Designation seal &

Common seal of the firm

Witness1

Witness2

Form-XIII: Format for Power of Attorney to Lead Member of JV/Consortium

(To be submitted on Non-judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this day of ...(month) of 2022, we, (i) (......Name of legally authorized signatory of first partner to be filled in), (ii) (.....Name of legally authorized signatory of second partner to be filled in),Name of legally authorized signatory of second partner to be filled in),Name of the lead partner to be filled in.....), (i) to submit bid, negoti a t e a n d c o n c l u d e c o n t r a c t a n d i n c u r all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium during the contract including payment for the work of(insert name of the work)..... exclusively through Lead Partner.

(i) Signature Name Designation seal & Common seal of the firm

(ii) Signature Name Designation seal & Common seal of the firm

Signature, name and seal of the certifying authority/ Notary Public.

Form-XIV: Format for Details of JV/Consortium Members

1. Details of the Firms				
Firm's Name, Ad Telephone Num				
Name and Telep	hone No. of the			
Contact Person				
Fields of Experti	ise			
Nature of Experi	ience			
(no. of years, exp	pertise)			
2. Services that sub contracted	are proposed to be			
3. Firm / Persor Lead Member	n who will be the			
Name:				
Designation:				
Telephone No:				
Email:				
4. Details of Firm's previous experience				
Project	Name, address and	Scope	Duration	Status
and	telephone number		(Start Date-	
Location of Client			Completion Date)	
1.				
2.				
3.				

Form-XV: Format for undertaking regarding Debarring/ Blacklisting

(To be given on Company Letter Head)

Date:

To,

Sub: Declaration for non-blacklisting

Tender Reference No: _____

Name of Tender / Work: -

Dear Sir,

We hereby declare that we are not debarred or blacklisted by any Port /Central Government/ State Government/ agency of Central/ PSU/Private firm or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form-XVI: Format for information regarding Litigation (To be given on Company Letter Head)
Date:
То,
Sub: Declaration for Litigation
Tender Reference No:
Name of Tender / Work: -

Dear Sir,

We hereby confirm and declare that we, M/s ------, does not have any litigation / Arbitration History with any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Fo	rm-XVII: Declaration by Bidder
(To be given in bidder Letter He	ead)
То	
The Deputy Conservator	
Marine Department	
VOC Port Authority	
Sub: Declaration by Bidder	
Tender Reference No	
Name of the tender / Work:	
Dear sir,	
We, M/s	, hereby confirm and declare that
	orts in view of the above specified tender will meet

- 1. The Tug offered to the Ports in view of the above specified tender will meet the general specification of GTTP phase- 1 promulgated by the Indian Ports Association on its website on 29.10.2024.
- 2. The Tug offered shall meet the Ports specified requirements specified in Annexure-A of Form XVII.
- 3. Any deviations from the IPA published specification on order to meet the Port specified requirements in Annexure A will be duly approved by SSC / Recognised Classification Society.

Yours faithfully,

Signature of the Bidder with Seal

Form-XVII (Annexure-A): Ports Specific Requirement

S1. No	Specification	Requirement by VOCPA
1.	Operating Profile	Berthing and unberthing of vessels in Port.
2.	Vessel Registration	River Sea /Indian Coastal Vessel/ Sea Going
3.	External Fi-Fi	Yes/ No
4.	AFT Towing Winch	Yes/ No
5.	Deck Crane, in addition to a rescue boat davit	Yes/ No
6.	Oil Spill Response (Dispersant arm & Containment boom)	Yes/ No

Form-XVIII: GTTP Compliance Declaration

GTTP COMPLIANCE DECLARATION

Vessel Requirements	
Bollard Pull :	
Length Overall :	
Breadth moulded :	
Navigational Draught :	
Gross tonnage :	
Operation Profile	
Operation Duration per cycle (mins)	
Standby	
Steaming (Max speed)	
Transit Low < 6 KNOTS	
Transit High > 6 KNOTS	
High Bollard Pull > 90%	
Medium Bollard Pull (50-90%)	
Low bollard Push/Pull < 50%	
Total Operation Duration per cycle : mins	
Total Operation Duration per cycle mins	
Number of Cycles per Day : Nos	
Number of Cycles per Day : Nos	
Number of Cycles per Day : Nos Shore power for charging : kW	_ kWhr
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters	_ kWhr
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters	_ kWhr
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters	
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters : Estimated Energy Demand for one operation :kW Estimated Fi-FI Power Consumption :kW Estimated Hotel Load :kW	
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters : Estimated Energy Demand for one operation : Estimated Fi-FI Power Consumption : Estimated Hotel Load :	
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters : Estimated Energy Demand for one operation : Estimated Fi-FI Power Consumption :kW Estimated Hotel Load :kW Estimated Propulsion power to achieve 100% of Bollard Pull :kW 1. Generator Capacity:	
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters : kW Estimated Energy Demand for one operation : kW Estimated Fi-FI Power Consumption : kW Estimated Hotel Load : kW Estimated Propulsion power to achieve 100% of Bollard Pull : kW 1. Generator Capacity: Sl. No Parameters Vessel Detail Remarks	_ kW
Number of Cycles per Day : Nos Shore power for charging : kW Technical Parameters Estimated Energy Demand for one operation : kW Estimated Energy Demand for one operation : kW Estimated Fi-FI Power Consumption : kW Estimated Hotel Load : kW Estimated Propulsion power to achieve 100% of Bollard Pull : kW 1. Generator Capacity: Sl. No Parameters Vessel Detail Remarks a) Fi-Fi Power Consumption + Hotel Load kW b) Average power demand over one complete operation as per the operating processing procesing	_ kW

The above indicated values are based on preliminary estimation for the project. The above is subjected to change based on Final Vessel design & specification.

- 2. Energy Storage Capacity:
- Sl. No Parameters Vessel Detail Remarks
- a) Energy Demand for One full harbour operation of the vessel of given operating profile. ______kWhr
- b) Energy requirement for 30min of Full Bollard Pull of the Tug _____ kWhr
- c) Largest of (a), (b) Required energy _____ kWhr
- d) Estimated battery capacity considering 10yrs & EOL SoH of 70% _____ kWhr

The above indicated values are based on preliminary estimation for the project. The above is subjected to change based on Final Vessel design & specification.

3. Guideline Specification:

Vessel will be built as per Guideline Specification issued by IPA. Yes

4. Declaration:

It is declared that vessel shall be designed & built as per the requirements specified in the guideline specification published by IPA and the GTTP compliance certificate issued by recognised classification society will be submitted during the induction of Tug into port operations.

No

Authorised Representative of the Tenderer

Supporting Documents for Certification:

1. Estimated Energy Calculation with respect to operating profile

Form-XIX: GTTP Compliance Certificate

GTTP COMPLIANCE CERTIFICATE

Vessel Information	
Tug Name :	
Owner :	
Bollard Pull :	
Hull Number :	
IMO Number :	
Classification Society :	
Length Overall :	
Breadth moulded :	
Navigational Draught :	
Gross tonnage :	
Compliments :	
Built By :	
Operation Profile	
Operation Duration per cycle (mins)	
Standby	
Steaming (Max speed)	
Transit Low < 6 KNOTS	
Transit High > 6 KNOTS	
High Bollard Pull > 90%	
Medium Bollard Pull (50-90%)	
Low bollard Push/Pull < 50%	
Total Operation Duration per cycle :	mins
Number of Cycles per Day :	Nos
Shore power for charging : kW	
Technical Parameters	
Energy Demand for one operation : _	kWhr
Total Duration of one operation : _	mins
Fi-FI Power Consumption	: kW

	Load : kW
Propul	sion power to achieve 100% of Bollard Pull : kW
1.	Generator Capacity:
Sl. No	Parameters Vessel Detail Remarks
a)	Fi-Fi Power Consumption + Hotel Load kW
b) on Por	Average power demand over one complete operation as per the operating profile (Based t data) kW
c)	Power Required for at least 8 knots speed of the vessel kW
d)	Largest of (a), (b), (c)kW
e)	Number of Generators installed onboardNos ≥2
f)	Total Generator capacity installed onboardkW
g)	Generator Size acceptable $(f > d)$ Yes
No	
2.	Energy Storage Capacity:
Sl. No	Parameters Vessel Detail Remarks
a)	Energy Demand for One full harbour operation of the vessel of given operating profile. kWhr
b)	110% propulsion power to accommodate bollard pull and house loads kW
c)	Energy requirement for 30min of Full Bollard Pull of the Tug kWhr
d)	
	Design Life of Battery yrs ≥10
e)	End of Life State of Health $\geq 70\%$
e) f)	
·	End of Life State of Health ≥70%
f)	End of Life State of Health $_$ $\geq 70\%$ Largest of (a), (c) $_$ kWhr
f) g) h) i)	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr
f) g) h) i)	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr Number of battery banks installed onboard Nos≥2 OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth
f) g) h) i) of Disc	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr Number of battery banks installed onboard Nos≥2 OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth
f) g) h) i) of Disc No	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr Number of battery banks installed onboard Nos≥2 OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth charge (e) Yes
f) g) h) i) of Disc No j)	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr Number of battery banks installed onboard Nos≥2 OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth charge (e) Yes Allowable Charge Rate of the installed battery to meet d) & e)
f) g) h) i) of Disc No j) k)	End of Life State of Health ≥70% Largest of (a), (c) kWhr Total Battery installed capacity onboard kWhr Number of battery banks installed onboard Nos≥2 OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth charge (e) Yes Allowable Charge Rate of the installed battery to meet d) & e) Allowable Discharge Rate of the installed battery to meet d) & e)

n) No	ESS Capacity acceptable	Yes		
3.	Guideline Specification:			
Vesse	l is built as per Guideline Spe	cification issued by IPA.	Yes	No
The T	ug me	ets all the requirements as p	per para 1, 2 & 3.	
Based	l on the above data, it is certif	ied as the tug	is GTTP Com	oliant.

Authorised Representative of the Classification society

Supporting Documents for Certification:

- 1. Classification Certificate
- 2. Bollard Pull Certificate
- 3. Energy Calculation with respect to operating profile
- 4. Battery OEM declaration on Battery Sizing
- 5. Thruster Performance curves

Form-XX: Undertaking from Shipyard in India (Optional)
(To be given on Shipyard Letter Head)
Date:
To,
Sub: Undertaking from Shipyard
Tender Reference No:
Name of Tender / Work: -
Dear Sir,
We, M/s, hereby confirm and declare that,
1. The total work, including procurement, construction, deployment, and readiness for operation, would be completed within 24 months from the date of contract award.
2. The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
3. We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of work order.
4. After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognised classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I.
5. We are situated in India and have the experience of constructing at least 03 vessels of 500 Gross Tonnage and above over the past three years ending 31st March of previous financial year.
Yours Faithfully,
(Signature of the Shipyard, with Official Seal)

Form-XXI: Undertaking from ESS Supplier (Optional) (To be submitted before the commencement of keel laying)

Form-XXI: Undertaking from ESS Supplier (Optional)

1To be submitted before the commencement of keel laying)

(To be given on Company Letter Head) Date:

To,

Sub: Declaration for Undertaking from ESS Supplier Tender Reference No:

Name of Tender / Work: -

We, M/s. , hereby confirm and declare that the Energy

Storage System for Tug Yard No: xxxxxxxxx will cater for following.

1. The Tug is equipped with energy storage system meeting the general specifications of GTTP - Phase 1:

Profile of the Tug operation: (As per Tender document) is as follows:

TO BE FILLED AS PER TENDER DOCUMENT

2. The ESS system fitted on board is capable to meet the major criteria of the specification with respect to the the following:

a. ESS Capable of one full harbour operation of the vessel for a given operating profile without using Diesel Generators (DG) or capable of meeting the energy requirement for 30 minutes of full bollard pull of the tug without using DG (whichever is higher).

b. Able to discharge 110% propulsion power to accommodate bollard pull and house loads.

c. The ESS system is designed for a minimum life period of Ten (10) years considering the operating profile of the Port as mentioned in the tender.

d. The ESS system have End of Life (EOL) usable State of Health (SoH) of least 70% of the initial installed power which meets criteria 2.a above.

3. Further to the above, we confirm that ESS system meets the following specification requirements as follows:

• ESS consisting of battery banks shall support:

- o Harbour operations.
- o Peak shaving.
- o Standby operations of the vessel.
- The battery system is Split between two separate compartments with equal capacity.
- The cooling system is based on Air-cooled / water-cooled (strike off as appropriate).
- ESS system has got approvals as required by the classification society.

• Equipped with Battery Management System (BMS) monitoring the health of the system as per class requirements.

• ESS system to be equipped with Emergency shutdown system to disconnect the battery system in case of emergency as per class requirements.

We shall be responsible for making seamless arrangements to operate the tug in variable hybrid modes by supplying predetermined or selected electrical power from batteries independently or in hybrid mode as per the requirement of the port operations.

(Signature of the ESS Supplier, with Official Seal)

Form-XXII: Undertaking from Electrical Integrator (Optional) (To be submitted before the commencement of keel laying)

Tender Reference No:

Name of Tender / Work: -

Dear Sir/Madam,

We, M/s. , hereby confirm and declare that the electrical

systems for Tug Yard No: xxm00000c000c will cater for following:

The Tug can be operated in the following modes of operation as per general specifications of GTTP — Phase 1:

Battery Mode:

In this mode, Vessel will be completely operated in battery only without using the onboard Diesel Generators.

Hybrid Mode:

In this Mode, Vessel will be operated with the help of battery & onboard Diesel Generators. The number of diesel generators required can be decided by the power management system. Excess power available in the power system will be used for charging the batteries in this mode.

Automatic Mode:

Vessel will be operated in battery mode initially during the operation. If the SoC of the battery falls below a specified value by the ESS supplier, then the system will automatically change to hybrid mode.

Semi- Automatic Mode:

The operator can select the following mode of operation manually:

- I. Battery Mode
- II. Hybrid Mode
- III. Fifi Mode

Fifi Mode: (Only if Fifi is fitted)

In this mode, the vessel will be operated in Hybrid condition, whereas only one onboard diesel generator will be connected to the power system and the other diesel generator will be connected to Fi-Fi pump.

We shall be responsible for making seamless arrangements to ensure the above operating modes are feasible in the tug by coordinating with shipyard and Battery (Energy Storage Solution) supplier.

Yours faithfully,

(Signature of the Electrical Integrator, with official seal

Form-XXIII: Undertaking from bidder to provide intent of entering in to agreement with Shipyard, ESS Supplier & Electrical Integrator upon selection

(To be given on Company Letter Head) Date:

To,

Sub: Declaration for Undertaking from Bidder Tender Reference No: Name of Tender / Work: -

Dear Sir,

We, M/s , hereby confirm and declare that the

undertakings from the shipyard, ESS Supplier & Electrical Integrator will be duly submitted by us upon selection, not later than commencement of the keel laying.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form-XXIV: Fuel consumption and Shore Power

Fuel for DG set per hour per set = ---- Litres per Hour

Total Fuel Consumption of DG Set in Litres per hour

Shore Power for charging per hour = ---- Units per Hour

Total Shore Power for charging in units per hour

Total Fuel Consumption for Substitute Tug = ---- Litres per Hour

Total Fuel Consumption of Substitute Tug	
including Main Engines & DG Set in Litres	
per hour	

Form-XXV: Document List to be submitted by bidder to consider responsiveness (To be enclosed in PART I – TECHNO-COMMERCIAL BID)

S. No.	Form No.	Description of Form	
1	FORM-I	TENDER FORM	
2	FORM-II	BID SECURITY DECLARATION	
3	FORM-III	INTEGRITY PACT	
4	FORM-IV	PROFILE OF THE BIDDER	
5.	FORM-V	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)	
6	FORM-VI	ANNUAL TURN OVER	
7	FORM-VII	POWER OF ATTORNEY	
8	FORM-VIII	FORMAT OF PERFORMANCE GUARANTEE	
9	FORM - IX	LETTER OF ACCEPTENCE	
10	FORM - X	CHARTER PARTY AGREEMENT	
11	FORM - XI	EVIDENCE TOWARDS SITE VISIT	
12	FORM- XII	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT	
13	FORM - XIII	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM	
14	FORM - XIV	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS	
15	FORM - XV	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING	
16	FORM - XVI	FORMAT FOR INFORMATION REGARDING LITIGATION	
17	FORM - XVII	DECLARATION BY BIDDER	
	FORM - XVII	PORT'S SPECIFIC REQUIREMENT	
18	FORM - XVIII	GTTP COMPLIANCE DECLARATION	
19	FORM - XIX	GTTP COMPLIANCE CERTIFICATE	
20	FORM - XX	UNDERTAKING FROM SHIPYARD IN INDIA (OPTIONAL)	
21	FORM - XXI	UNDERTAKING FROM ESS SUPPLIER (OPTIONAL)	
22	FORM - XXII	UNDERTAKING FROM ELECTRICAL INTEGRATOR (OPTIONAL)	
23	Form - XXIII	UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION	
24	FORM - XXIV	FUEL CONSUMPTION AND SHORE	

FOI

FORM - XXV

DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS

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

Code	Details of the Code					
AAAA	RFP Reference No					
BBBB	No Tugs in Figures					
CCCC	No Tugs in Words					
DDDD	Bollard Pull of the Tug in Figures					
	Details of IEM(s) Appointed					
	Name:					
	Contact Number:					
EEEE	Email:					
FFFF	No of Years of Charter in Figures					
GGGG	Tender Inviting Authority ie concerned Port Authority					
HHHH	Website of the tender Inviting Authority					
JJJJ	No of Years of Past Experience Considered					
KKKK	No of Financial Years Considered for Evaluating Average Annual Turnover					
	The year whose march end is considered the latest for calculated for Average Annual					
LLLL	Turnover Calculation					
MMMM	Communication Address					
NNNN	Email IDs to be used for used for communication					
0000	Designation of the officer inviting the tender for the Tender Inviting Authority					
PPPP	No of Years of Charter in Words					
QQQQ	Controlling Officer for the Charter Contract					
RRRR	Designation of the Head of the Marine Department					
SSSS	Short Form of the Tender Inviting Authority					
TTTT	Origin and Destination places of voyage for the tugs other than the normal harbour operation					
UUUU	40% of the estimate tender value					
VVVV	50% of the estimate tender value					
WWWW	80% of the estimate tender value					
XXXX	30% of the estimated tender value					
YYYY	Place where the BG is encashed able					
ZZZZ	No of tested polypropylene ropes on drum					
@@@@	Vessels going in international waters or Indian Coastal Vessels (ICVs) or River Sea Vessels (RSVs) (Any one to be chosen by VOCPA)					
\$\$\$\$	Column of the BOQ pertaining to Gross Rate Quoted by the Bidder (excluding GST)					
නිහිහීනී	No of days within which the Port shall make the payment once the tax invoice is submitted by the contractor.					
%%%%	The place where the courts shall have exclusive jurisdiction in case of disputes or arbitration					
****	Full Address of Tender Inviting Authority including PIN					
<u> </u>	NIT No of the Tender					

Section 8

Schedule-I Price Bid Format

Validate	Validate Print Help Item Rate BoQ								
Tender Inviting Authority: Deputy Conservator, VOC Port Authority									
Name of Work: "HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION,									
MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS AT V.O. CHIDAMBARANAR PORT AUTHORITY"									
Tender No: MAR-TECH/GTTP TUG/2025 dated 02/04/2025									
Name of the Bidder/ Bidding Firm / Company :									
PRICE SCHEDULE (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 alloved to enter the Bidder Name and Values only)									
NUMBER 🕴	TEXT *	NUMBER #	TEXT 🕴	NUMBER #	NUMBER #	TEXT *			
SI. No.	Item Description	Quantity	Units	RATE PER DAY In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words			
1	2	3	4	13	53	55			
1	HIRE CHARGES								
	CHARTER HIRE RATE PER DAY (24 Hours) FOR GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG(BASIC RATE EXCLUDING GST)	1.000	Days		0.00	INR Zero Only			
Total in Figures				0.00	INR Zero Only				
Quoted Rate in Words			INR Zero Only						

Note:

- GST will be paid as applicable.
- The PRICE BID HAS TO BE UPLOADED IN CPP WEBSITE ONLY in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
- Price bid evaluation will be as per Clause No. Section 4- 2(t) & (u)

Schedule-II General Specifications of Green Tug Transition Programme (GTTP) Phase-I as published by IPA on 29.10.2024 are available in the following link

<u>https://www.ipa.nic.in/tenderdetail.cshtml</u> <u>?tid=1318</u>

http://drive.google.com/file/d/1J8MnCzz1 Uw1dMlbJuzyMUzLP4icASZ72/view?usp=dr ive_link

<u>https://drive.usercontent.google.com/dow</u> <u>nload?id=1J8MnCzz1Uw1dMlbJuzyMUzLP4i</u> <u>cASZ72&export=download</u>