



வ.உ.சிதம்பரனார் துறைமுக ஆணையம்
वी. ओ. चिदम्बरनार पत्तन प्राधिकरण
V.O. Chidambaranar Port Authority
(Ministry of Ports, Shipping & Waterways, Government of India)
Administrative Office, Harbour Estate, Tuticorin-628 004
Tamilnadu
MARINE DEPARTMENT

Certified under
IMS - ISO 9001:2015; ISO
14001:2015 & ISO 45001:2018
and ISPS Compliant Port

Telephone : 0461 - 2362313
Email id : dc@vocport.gov.in
Website : www.vocport.gov.in

No. MAR-TECH0TEND(SBDD)/1/2025-Marine (6751)/D.44 Date: 06/10/2025

To

M/s. Ocean Sparkle Limited,
Adani Corporate House,
Shantigram, S.G. Highway,
Khodiyar, Ahmedabad - 382421
Gujarat

Email id: bd.osl@adani.com, bdteam@oceansparkle.in

Sir,

Sub: Hiring of 2 Nos. 60T Bollard Pull and above New Indian Built Tug as per the ASTDS Standard for a Period of 07 Years" - Order placed - reg.

- Ref:** 1. Tender No. MAR/TECH/Hiring 2 ASTDS 60 T BP Tug / 2025 dated 29/05/2025.
2. E-Tender No.2025_VOCPT_23655_1
3. Your good office bid ID no. 889262 dated 21/08/2025
4. Your good office letter no. NIL dated 21/08/2025

With reference to the above, we are pleased to inform that your offer for "Hiring of 2 Nos. 60T Bollard Pull and above New Indian Built Tug as per the ASTDS Standard for a Period of 07 Years" is hereby accepted at your quoted Daily Charter hire rate of ₹6,66,000 (₹3,33,000 per tug) plus applicable GST excluding the cost of fuel, fresh water and shore power supply.

You are therefore requested to commence the contract in full compliance with the terms and conditions of the tender.

The commencement of the Contract would be from the actual date of acceptance and deployment of the **ASTDS Tugs**, after the joint inspection as stipulated in clause **No.42 of GCC** of the Tender document.

Isomers

The following terms and conditions may be noted as specified in the tender document as part of this contract:

1 COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within **18 months** from the date of issue of the work order by deploying **Approved Standardized Tug Design and Specification (ASTDS)** Tugs for service as stipulated in **TUG REQUIREMENT Clause No. 30** in GCC. In case ASTDS Tugs are not deployed within **18 months**, the substitute Tugs as per **Clause No. 31 of GCC** need to be provided for the commencement of the contract.

2 CONTRACT PERIOD

The contract period is for **07 (Seven) years** from the date of commencement of the contract. The contract may be extended at the same rates and on the same terms and conditions of the existing contract on mutual consent of the parties, which shall be exercised 6 months prior to the expiry of the initial term of the contract.

3 PERFORMANCE SECURITY

- 1 Performance Security should be 5 % of Total Contract value + GST and 5% of the total contract price will be deducted as Security Deposit (Retention amount) by deducting 10% of each monthly running bill to a maximum of 5% of Total Contract value.

(or)

The Performance Security shall be submitted at 10% of total contract value plus GST.

Performance Security should be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from any Nationalized Bank / Scheduled Bank (except co-operative bank) having its branch in Tuticorin and encashable at Tuticorin or payment online in an acceptable form within 28 days of issue of Work Order.

Bank Guarantee as per Format given in Form -2 with a validity of One year and claim period of 3 months. However, the Bank Guarantee will have to be extended every year till completion of contract with a claim period of 3 months. Contractor has to renew the BG well in advance to avoid penalty / encashment.

The BG with a validity of 7 years with a claim period of 3 months can also be submitted.

- 2 Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week for each week or part thereof on delayed submission of BG.
- 3 Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week for each week or part thereof for non-renewal of BG before completion of 12 months. If the BG is not renewed within 75 days after completion of 12 months, action would be initiated for encashment of BG.
- 4 Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- 5 "Performance Security" shall be released after satisfactory completion of contract period.
- 6 In case of non-availability of Bank Guarantee in time, the contractor can also deposit the Performance Guarantee amount in VOCPA Bank account to avoid penalty. This amount will be refunded after submission of Bank Guarantee.

4 **CONTRACT AGREEMENT**

The successful bidder will be required to execute an Agreement at his expense on ₹100/- Non-Judiciary Stamp Paper in the proper departmental format (Form -1) for the due and proper fulfilment of the contract within 28 days from the date of issue of Work Order.

The contractor shall make 07 copies of the Agreement booklet with Original Technical bids and submit to the employer within 07 days after signing of Agreement by the EMPLOYER and CONTRACTOR.

If the successful bidder fails to sign the agreement within 28 days from the date of issue of Work Order, the contract shall be cancelled, and EMD / Performance Security will be forfeited.

5 **STAFF PASS**

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

6 **PAYMENTS**

The monthly bill in complete shape i.e. Applicable SPF, crew list, monthly reports and salary details paid to the staff etc. is to be submitted to the office of the Deputy Conservator and payment will be made within **30 days** from the date of submission of bill.

- a) The bill / invoice should clearly indicate the contractor's PAN, GST Registration Number etc.

The invoice should contain the following information:

Name of the customer: **V. O. CHIDAMBARANAR PORT AUTHORITY**

GSTIN of customer: **33AAALT0206D1ZP**

- b) GST will be paid extra as applicable.
- c) Taxes such as INCOME TAX etc. as applicable will be deducted from the contractor's bill.
- d) **NO INTEREST ON ACCOUNT OF DELAYED PAYMENTS.**
- e) **Payment will be made only in INDIAN RUPEES**
- f) Any claim for interest will not be entertained by the VOCPA with respect to any payment or balance which may be in their hands owing to any disputes between themselves and the Contractor or with respect to any delay on the part of the VOCPA in making payment.

7 PORT CHARGES

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

8 REQUIREMENTS OF 60 T BP NEW INDIAN BUILT TUGS AS PER ASTDS

The 2 Nos. ASTDS tugs are to be provided as per clause No. 30 of GCC and SI no.7 in Annexure 2-Corrigendum.

9 SUBSTITUTE TUG FOR COMMENCEMENT OF CONTRACT

In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not deployed within 18 months, then the bidder will be allowed to provide Substitute Tug after 18 months **to commence the contract immediately**. Substitute Tug shall be 60T Bollard Pull capacity.

Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 60 days only from the date & time tugs are deployed and failure to deploy the originally offered tugs (new-built 60T Bollard Pull ASTDS Tug) within 60 days, the contract is liable to be terminated at the discretion of VOCPA, unless the port authority specifically grants an extension period with reasons to be recorded in writing.

The Charter Hire rate per day for Substitute tug to be as follows

In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).
---	--

If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in Annexure-8, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.

CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug

In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug as per **Clause No. 31 of GCC**.

The required certificates (i.e., Charter Hire Agreement with the owner of the Substitute Tug, Approved GA Plan, Class Certificate, Registration certificate, Bollard pull certificate, Insurance, Mooring rope test certificate Fuel consumption of Main engine and DG set @100% MCR in Annexure-8 etc., should be submitted at the time of commencement of the contract.

The substitute tug shall be not more than 18 years at the time of deployment.

10 PERSONAL PROTECTIVE EQUIPMENT (PPE)

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

11. SERVICE REQUIREMENT

The vessel to be used within Port limits for all lawful maritime activities as directed by Deputy Conservator or his representative including **berthing, unberthing, firefighting, towing buoys and saving life & property etc.** round the clock (24 hours a day) and throughout the contract period of **Seven (07) years** or till the completion of contract period.

12 MAINTENANCE AND OPERATION

The contractor shall maintain the vessel with adequate spare parts for maintaining in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the

vessels with valid certificate of classification/ and with other required certificates in force at all times.

The contractor to maintain all the equipment fitted on board as per classification society requirements. Spares and consumables like paints, lube oils etc. would be on contractor's account. SURVEY: The contractor to maintain the Certificates as per Statutory requirements at contractor's cost. The Port shall have the use of all outfit, equipment, and appliances on board the vessel at the time of delivery. The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn out as to be unfit for use. The Contractor shall carry out all repairs or replacements of any damaged, worn out or lost parts of equipment be effected in such manner (both as regards as workmanship and quality of materials) as not to diminish the value and efficiency of the vessel.

13. OFFICE SPACE

The Port will provide office space if available inside wharf area on chargeable basis as per scale of rates.

14. INSURANCE

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

- (1) All marine Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with "ITC Hull Clause" with Earthquake, War, SRCC extension.
- (2) **Protection & Indemnity** policy cover to be taken by the contractor which covers:
 - a **Crew Liability** towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.
 - b **Third Party liability** towards death / bodily injury as well as property damage.
 - c **Wreck Removal**
 - d **Accidental Pollution Liabilities**
- (3) Standard Workmen's compensation policy covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.

- (4) CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&I Policy. However, if the port provide office inside wharf area / anywhere within the confines of the port as per **Clause no. 38 of GCC**, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).

During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of tug) and penalty will be levied as per **Clause No. 51 (B) of GCC**, in addition to non-payment of hire charges. At least 2 months before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.

15 JOINT INSPECTION FOR ACCEPTING THE TUG FOR SERVICE (NEW BUILT ASTDS TUG/ SUBSTITUTE TUG)

On the date of commencement of contract, the tug shall have completed all the necessary surveys and be in possession of all valid certificates.

A Joint Inspection will be carried out at V. O. Chidambaranar Port Authority before the tug is accepted for service in the Port to assess the condition, capability and performance of the tug and the quantity of fuel, fresh water and OSD on board.

The tug will be declared **ON-HIRE** from the time, the Dy. Conservator declaring after pursuing the report of Joint survey and verification of all the relevant certificates, various documents viz., Registration certificate, Bollard Pull test certificate, Insurance certificate, Classification certificates, record of safety equipment, other statutory certificates, test certificate of rope, list of crew and site staff etc. and satisfy the Port of all other requirements.

The Bunker survey will be carried out in the presence of Marine Surveyor to assess the quantity of fuel, fresh water and OSD on board.

The cost of the quantity of liquids (fuel & fresh water) remaining on board (ROB) would be reimbursed / settled at the end of the contract by the Port and the contractor respectively as per the price prevailing at Tuticorin.

For Bunker survey, competent Marine surveyor to be arranged at the contractor's cost.

16 ON-HIRE/OFF-HIRE SURVEY CHARGES DURING THE CONTRACT PERIOD

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

The contractor shall arrange a certified Marine Surveyor for ON-HIRE and OFF-HIRE survey at their cost.

17 CHARGES FOR FUEL, FRESH WATER AND SHORE SUPPLY

A SUPPLY OF FUEL (LSHFHSD) AND FRESH WATER:

Fuel (LSHFHSD) and fresh water for running of the Tug will be supplied by the Port Authority on Port's account. Fuel & freshwater supply will be made periodically as per the requisition of the contractor sufficiently in advance.

In the event of any difficulty faced by VOCPA for supply of fuel & fresh water, the contractor will be requested to supply the same to the Tug and the cost will be reimbursed at actuals including transportation cost on production of supporting documents. A log book shall be maintained by the Tug-in-charge/Master indicating the running hours, day-to-day fuel consumption, fuel tank soundings, balance fuel on board etc.

B SHORE ELECTRICITY POWER:

Shore Electricity power for running of the Tug will be supplied by the Port Authority on Port's account.

Contractor should provide necessary cable / plugs, etc. for the electricity connection.

In case, the shore supply is not available, the contractor can use their auxiliary engine for the power source and fuel cost will be paid by the Port as per the consumption submitted by the contractor.

18 DOWNTIME

The contractor shall be allowed a down time of one day for each month of service during the currency of the contract for the upkeep of the tug. The downtime of **12 days** will be credited in the beginning of each **contractual year**. The contractor can avail a maximum accumulated down time up to **12 days** at any point of time during the currency of the contract to carry out any work/repair. If the downtime exceeds **12 days**, the contractor shall provide substitute tug of **Suitable type and capacity or higher** (as per tender requirements) for operation from the **13th day** on his own account. Daily hire charges for down time period shall be paid and at any time, if the contract is terminated / closed downtime shall be computed on pro-rata basis. If excess is given shall be recovered.

19 PENALTY

A PENALTY FOR DELAY - IN COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within **18**

months from the date of issue of work order by deploying new-built 60T Bollard Pull ASTDS Tug for service as stipulated in TUG REQUIREMENT **Clause No.30 of GCC**.

In case Approved Standardized Tug Design and Specification (ASTDS) Tug is not deployed within 18 months, then the bidder will be allowed to provide Substitute Tug after 18 months to commence the contract till the deployment of the new-built 60T Bollard Pull ASTDS Tug.

However, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 60 days only from the date & time tugs are deployed.

If the contractor fails to commence the contract within **18 months**, penalty will be imposed @ 50% of quoted rate per day + GST or part thereof for the delayed period till **2 months** (penalty period). If the new-built 60T Bollard Pull ASTDS Tug is not deployed within **20 months (18 months** from the date of issue of Work Order + 2 months penalty period), the contract shall be liable to be terminated and the Performance Security will be forfeited.

B PENALTY FOR NON AVAILIBILITY OF TUG DURING CONTRACT

If the Tug fails to perform/provide service fulfilling the contractual obligations, penalty will be imposed.

The contractor shall provide a substitute tug of suitable type and capacity or higher (as per tender requirement **Clause no. 31 of GCC**) from **13th day** onwards, whenever the Tug is not available beyond its accumulated down time of **12 days**.

If substitute tug as per Clause No. 50 of GCC is not provided after availing 12 days of down time, penalty as follows will be imposed.

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

- If the tug is non-available up to 30 minutes **no penalty**.
- 31 minutes or above upto 60 minutes, the penalty will be calculated for **1 hour**.
- If the non-availability is beyond 61 minutes upto 90 minutes, the penalty will be calculated for **2 hour** and so on.
- If the tug is not available for operation for hours or part thereof, it would be considered as full hours. For example, if the tug is not available 1 hour 20 min non-availability shall be considered as **2 hours** and so on.

- If non-availability of tug is 24 hours, it would be considered as **1 day**, 48 hours is **2 days**, 72 hours is **3 days** and so on.
- 1 to 23hrs = 40% hire charges per hour + non-payment of hire charges per hour on pro rata basis.

An example of calculation of penalty for non-availability of tug say 51hrs with applicable day hire charges, say Rs. 1,20,000 per day is shown below:

For 2 days against 48 hours of non-availability 40% of 1,20,000 x 2 days + non-payment of hire charges for 2 days = 96,000+ 2,40,000	Rs.3,36,000
For 3hrs of non-availability Applicable per hour charges = 1,20,000 /24= Rs.5000 per hour. 40% of Rs. 5000 x 3hrs + nonpayment of hire charges per hour = 40% of 5000 x 3hrs + 5000 x 3hrs (6,000 + 15,000)	Rs. 21,000
Total amount will be deducted for 51 hrs non availability of tug from the monthly bill	Rs.3,57,000

However, if the contractor is not providing a tug as per the contract even after a lapse of **42 days (12 days** downtime + 30 days penalty duration), the contract is liable to be terminated, subject to decision of the Management. Non-availability of tug may be adjusted against down time available in contractor's account.

C PENALTY FOR LESSER BOLLARD PULL

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

20 SUBSTITUTE TUG (during the contract period AFTER SUPPLY of Main ASTDS Tug)

The contractor shall provide a substitute tug from the **13th day** onwards, whenever the Main Tug is not available beyond its accumulated allocated downtime of **12 days**.

The Charter Hire rate per day for Substitute tug to be as follows:

In case the successful bidder supplies a 60 T Bollard Pull substitute tug till deployment of the new built Tug, to commence the contract.	Daily Charter hire rate for the same tug shall be fixed at 75 % of the quoted rate in BOQ (Price bid).
---	--

If the fuel consumption of the substitute tug is found above the declared consumption of offered tug as in Annexure-8, the Port would recover the cost towards the excess consumption of fuel from the monthly bills, as per fuel rates prevailing at that time.

CHARTER HIRE AGREEMENT in case of not owning the Substitute Tug

In case the bidder does not own the Substitute Tug at the time of the commencement of the contract, the bidder should submit a Charter Hire Agreement with the owner of the Tug as per Clause No. 31 of GCC.

The required certificates (i.e., Charter Hire Agreement with the owner of the Substitute Tug, Approved GA Plan, Class Certificate, Registration certificate, Bollard pull certificate, Insurance, Mooring rope test certificate to be submitted at the time of deployment.

The substitute tug shall be not more than 18 years at the time of deployment.

21 CANTEN FACILITIES

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

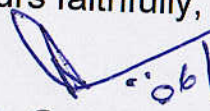
22 MOBILIZATION & DEMOBILIZATION

The contractor shall bear all expenses for mobilization and demobilization.

In addition to the above conditions, all other terms and conditions stipulated in the tender document and corrigendum will be applicable and must be strictly complied with.

Kindly acknowledge the receipt of this order and execute the agreement as per **Clause No.9** of GCC of Tender Document.

Yours faithfully,


Deputy Conservator
VOC Port Authority

Somery

Copy to:

1. All HOD's, VOCPA
2. CVO, VOCPA
3. RAO, VOCPA
4. AO (Marine Bill Section) Finance Dept- Account code CA 231331-E464
5. VTS, VOCPA