



CHENNAI PORT AUTHORITY
No.1 Rajaji Salai, Chennai – 600001

Tender No. M/OPS/F1

TENDER FOR HIRING OF 1 NO 60 TON BOLLARD PULL OCEAN GOING TUG FOR UTILIZATION AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY ANOTHER TWO YEARS IN CHENNAI PORT.

THROUGH E-PROCUREMENT MODE

Volume – I
(Technical Bid)

Due Date of online submission : 15.00 Hrs. on 28.07.2025
Due Date & Time of bid opening : 15.00 Hrs. on 29.07.2025

<u>CHENNAI PORT AUTHORITY</u> <u>MARINE DEPARTMENT</u> <u>Tender No. M/OPS/F1</u>			
<u>TENDER FOR HIRING OF 1 NO 60 TON BOLLARD PULL OCEAN GOING TUG FOR UTILIZATION AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY ANOTHER TWO YEARS IN CHENNAI PORT.</u>			
THROUGH E-PROCUREMENT MODE			
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Tender Document can be submitted online only in the designated two cover system on the e-tender website eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be on 29.07.2025 at 15.00 Hrs.

Deputy Conservator
Chennai Port Authority

Notice Inviting Tender through e-procurement mode



CHENNAI PORT AUTHORITY MARINE DEPARTMENT No.1,Rajaji salai, Chennai-600001

Online tenders through **e-procurement mode** are invited under Two cover system only from the GST registered contractors/firms who satisfy the eligibility criteria for the work of **“Tender for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port ”** as per details furnished hereunder.

Estimated Cost: Rs.61,26,52,500 /- plus GST

EMD: Rs. 1,22,53,000/-

Completion period: Five Years (1825 days)

Minimum Qualification Criteria:

- (i) Average audited annual turnover during the last 3 years ending 31st March 2024 should be at least **Rs.18,37,95,750 /-** (30% of the estimated cost); and
- (ii) Experience of having successfully completed similar works during the last 7 years ending 30th Jun 2025 as follows*:
 - a) **Three** similar completed works each costing not less than the amount equal to **Rs.24,50,61,000/-** (40% of the estimated cost); (or)
 - b) **Two** similar completed works each costing not less than the amount equal to **Rs. 30,63,26,250/-** (50% of the estimated cost); (or)
 - c) **One** similar completed work costing not less than the amount equal to **Rs. 49,01,22,000 /-** (80% of the estimated cost)

Note 1: Similar completed works values mentioned above is excluding Taxes/GST.

Note 2: “Similar Works” means Chartering or Supplying on hire including its Manning, Operation and Maintenance of Vessels”. (Vessels mean Crafts, Tugs, Patrol boats, offshore vessels, Ships, Dredgers, Mooring boats, Pilot launch)

Note 3: Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value.

Documentary proof such as copy of work order / agreement and completion certificate for the technical experience and audited balance sheet, Audited Profit & Loss account statements for audited annual turnover certified by Chartered Accountant for meeting the eligibility criteria shall be submitted under Tender document -Technical bid link through e-procurement mode. The tenderer may submit either Notarized or Self attested copies of the documents. In case of Self attested documents, the tenderer has to produce the original documents for verification before award of work. If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall be submitted. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per **Schedule – I to Schedule - XX** shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The complete tender document can be downloaded from Chennai Port Authority website: www.chennaiport.gov.in and also under e-procurement portal. GST registered tenderer /firms are only eligible to participating the tender. **The original document towards Bid Security/EMD should reach the “Office of the Deputy Conservator, Chennai Port Authority” before last date of online submission i.e. upto 15:00 hrs on 28.07.2025. Non-submission of the original EMD before the last date of online submission leads to disqualification of bid.**

Note: Exemption Certificate from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or the concerned Ministry or Department is applicable for exemption from payment of EMD only. Self-attested **Copy of the certificate shall be uploaded along with Technical bid failing which the bid will be disqualified/rejected.**

Downloading period of bid document : 05.07.2025 To 28.09.2025

Date of pre bid meeting : 14.07.2025 at 15:00 hrs

Start date and time for online submission 22.07.2025 at 1500 hrs

Last date & time for online submission : 28.07.2025 at 1500 hrs

Date & Time of opening of bid : 29.07.2025 at 1500hrs

For details, visit our web site www.chennaiport.gov.in & <https://eprocure.gov.in>

Tender No. M/OPS/F1

**DEPUTY CONSERVATOR
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY
MARINE DEPARTMENT
NOTICE INVITING ONLINE TENDER

Details about Tender:

Department Name	MARINE DEPARTMENT
Circle/ Division	Deputy Conservator, No.1, Rajaji salai, 6 th Floor, Centenary building, Chennai Port Authority, Chennai - 600 001.
Tender Notice No.	M/OPS/F1
Name of Work	Tender for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port.
Estimated Contract value (INR)	Rs. 61,26,52,500/- plus GST
Period of Completion	Five years from the date of commencement of work
Bidding Type	Open
Bid Call (Nos.)	Two
Tender Currency Type	Single
Tender Currency Settings	Indian Rupee (INR)
Mode of Tender Invitation	e-procurement mode
Eligibility Criteria:	Minimum Qualification Criteria: (i) Average Audited annual turnover during the last 3 years ending 31st March 2024 should be at least Rs. 18,37,95,750/- (30% of the estimated cost). Self-attested copies of audited Balance sheet, audited profit and loss account statements, for Audited annual turnover certified by Chartered Accountant for the last three years shall be submitted for the year 2021-22, 2022-23 and 2023-2024. (ii) Experience of having successfully completed similar works during the last 7 years ending 30th Jun 2025 as follows: a) Three similar completed works each costing not less than the amount equal to Rs. 24,50,61,000 /- (40% of the estimated cost); (or) b) Two similar completed works each costing not less than the amount equal to Rs. 30,63,26,250/- (50% of the estimated cost); (or) c) One similar completed work costing not less than the amount equal to Rs. 49,01,22,000 /- (80% of the estimated cost). “Similar Works’ means Chartering or Supplying on hire including its Manning, Operation and Maintenance of Vessels”. (Vessels mean Crafts, Tugs, Patrol boats, offshore vessels, Ships, Dredgers, Mooring boats, Pilot launch) .”

	<u>Please Note:</u> (i) Similar completed works values mentioned above is excluding Taxes/GST. (ii) The Tenderers shall enclose the copy of Work Order for similar works, successful completion certificates from clients indicating the date of completion, actual value of work done, work order reference number and date. (iii) The tenderer may submit either Notarized or Self attested copies of the documents. In case of Self attested documents, the tenderer has to produce the original documents for verification before award of work. (iv) If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall be submitted. (v) Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. (Refer Clause - 4.2 (iii) of ITB)
EMD (INR) :	The EMD Rs.1,22,53,000/- (Rupees One Crore Twenty Two lakhs Fifty Three Thousand Only) may be paid either by Insurance Surety Bonds / Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form in favour of "The Chairman, Chennai Port Authority" and enforceable and encashable at Chennai. (Refer Clause -16 of Instruction To Bidder). Exemptions from EMD will be allowed for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or concerned Ministry or Department. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a Photocopy of the above. Also, the Certificate shall cover the items which are of similar nature to those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration in MSME will not be accepted and, such offers will be treated as offers received without EMD and liable for rejection. A tenderer who claims exemption from payment of EMD shall submit relevant document(s) online before 1500 hrs on 28.07.2025 Original EMD should reach the office of the Deputy Conservator, Chennai Port Authority before last date of online submission i.e. upto 1500 hrs. on 28.07.2025 (clause -19 of Instruction to Bidders). Non-submission of the original EMD before the last date of online submission leads to disqualification of bid. Note: Exemption Certificate from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or the concerned Ministry or Department is applicable for exemption from payment of EMD only.
Bid Security / EMD (INR)	"The Chairman, Chennai Port Authority" and enforceable and

In Favour Of :	encashable at Chennai.
Bid Document downloading Start Date	05.07.2025 onwards
Bid Document Downloading End Date	28.07.2025 upto 15.00 Hrs.
Date & Place of Pre Bid Meeting	14.07.2025, Marine Department, Chennai Port Authority
Start date & time for online submission of bid	22.07.2025 @ 15.00 Hrs.
Last date & time for online submission of bid	28.07.2025 @ 15.00 Hrs.
Time & date of opening of technical bid	29.07.2025 @ 15.00 Hrs.
Time & date of Opening of price bid	Intimated Later.
Bid Validity Period	90 Days from the date of Opening of the Tender.
Documents required to be submitted by scanning through online	Documents to meet the minimum qualification criteria as indicated in the clause 12 of ITB shall be furnished online. Note:-Instead of submitting the entire tender document (pages-1 to 137), the tenderer shall submit undertaking as per Schedule-XVIII, Tender Acceptance Letter for accepting all the terms and conditions of the tender document.
Officer Inviting Bids:	DEPUTY CONSERVATOR
Bid Opening Authority :	DEPUTY CONSERVATOR
Address:	Deputy Conservator, No.1, Rajaji salai, 6 th Floor, Centenary Building, Chennai Port Authority, Chennai - 600 001.
Contact Details :	<u>Telephone</u> : 044 – 25360833 <u>Mail –</u> <u>dc@chennaiport.gov.in</u>

**DEPUTY CONSERVATOR
CHENNAI PORT AUTHORITY**

CHENNAI PORT AUTHORITY
Tender No. M/OPS/F1

Tender for Hiring of 1 No 60 Ton Bollard Pull Ocean going Tug for utilization as Emergency Towing Vessel for a period of 5 years and extendable by another two years in CHENNAI PORT.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

I Bidders to follow the following procedure to submit the bids online through the e-Procurement portal <http://eprocure.gov.in>.

1. Bidder should do the registration in the tender site using the 'Click here to Enroll' option available.
2. Then the Digital signature of MTNL/SIFY/TCS/nCode/eMudhra or any Certifying Authority is to be registered after logging into the site.
3. 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.
4. Bidder may read the tenders published in the Port web site and download the required documents/tender schedules for the interested tenders.
5. Bidder then logs into the site using the secured login by giving the user id/password chosen during registration and password of the DSC/e-token of Class -III.
6. Only one DSC/e-token should be used for a bidder and should not be misused by others. If a bidder uses more than one DSC token, the bid would summarily rejected.
7. Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
8. If there are any clarifications, this may be clarified through online or during the pre-bid meeting. Bidder should take into account of the Addendums published before submitting the bids through online.
9. Bidder must prepare the bid documents to be submitted in advance as indicated in the tender and it should be in required format. If there is more than one document, they can be clubbed together.
10. **Bidder should submit the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the date and time of bid submission.**

11. Bidder selects the interested tender by using search option & then moves it to the 'My Favorites Folder'.
12. From the 'My Favorites Folder' he selects the tender to view all the details indicated.
13. The Bidder should read the terms & conditions and accepts the same to proceed further to submit the bid.
14. The Bidder has to select the payment option as offline to pay the EMD
15. The details of the Financial 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.

16. **SECURITY BID/EMD:- The EMD Rs.1,22,53,000/- (Rupees One Crore Twenty Two lakhs Fifty Three Thousand Only)** may be paid either by Insurance Surety Bonds / Account Payee Demand Draft/ Fixed Deposit Receipt/ Banker's Cheque or Bank Guarantee from any of the Commercial Bank or payment online in an acceptable form in favour of **"The Chairman, Chennai Port Authority"** and **enforceable and encashable at Chennai. (Refer Clause -16 of ITB).**

Exemptions from EMD will be allowed for Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or concerned Ministry or Department. The Registration Certificate shall be valid as on due date of Tender / extended due date of the Tender, if any. Techno-commercial bid shall be accompanied by a Photocopy of the above. Also, the Certificate shall cover the items which are of similar nature to those covered in the subject tender to avail EMD fee exemptions. Photocopy of application for Registration in MSME will not be accepted and, such offers will be treated as offers received without EMD and liable for rejection.

A tenderer who claims exemption from payment of EMD shall submit relevant document(s) online before **1500 hrs on 28.07.2025** and a scanned copy of the above certificate should also be uploaded in e-procurement portal.

Original EMD should reach the office of the Deputy Conservator, Chennai Port Authority before last date of online submission i.e. upto **1500 hrs. on 28-07-2025** (clause -19 of Instruction to Bidders).

Non-submission of the original EMD before the last date of online submission leads to disqualification of bid.

Note: Exemption Certificate from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or the concerned Ministry or Department is applicable for exemption from payment of EMD only.
Self-attested Copy of the certificate shall be uploaded along with

Technical bid failing which the bid will be disqualified/rejected.

- 17 Bidder should log into the site well in advance for bid submission so as 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.
- 18 There is no file size limit of the document to upload against the tender. if file size of 40 to 60 MB can be uploaded easily through any system otherwise a good configuration system and Net is required.
For any queries related to portal, the bidders are asked to contact, email ID: support-eproc@gov.in Contact Us at : 0120- 4200462 / 4001002.
19. The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening, etc., in the e-procurement system. The bidder should follow this time during bid submission.
- 20 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.
- 21 The confidentiality of the bid is maintained since the secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done
- 22 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.
- 23 For any queries related to portal, the bidders are asked to contact by electronic Mail to cphp.nic@nic.in or by phone 0120-4001002, 0120-4001005, 0120-4493395 well in advance.
- 24 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.
- 25 Tender Document can be submitted online only in the designated e-procurement portal www.eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.

Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General conditions of Contract and Special conditions of Contract.

II. COVER – I DETAILS: TECHNICAL BID

The following documents shall be submitted online only.

- a. Scanned Copy of the document of Bid Security/EMD and Integrity Pact.
- b. Scanned notarized/self-attested copy of work order/Agreement and completion certificate for similar works.
- c. Scanned notarized copy of CA certified auditor's audited balance sheet and Profit& Loss account Statement during last 3 years ending 31st March 2024.
- d. The Bidder shall furnish Bid capacity calculation duly self-attested and certified by the Chartered Accountant as per **Schedule-XIX** of the Bid document.
- e. Scanned copy of documents as per **Schedule I to XX**
- f. Technical Bid Document - Cover I (Section 1 to 3) with all amendments and clarifications, if any.
- g. **Local content declaration and certificate from Statutory auditor as per clause 2.53 sub clause A of GCC Preference to Make in India Schedule-XVII.**
- h. Scanned **Documents (all notarized)** to be submitted as per Instruction to Bidder, Clause-48 & 49.
- i. Not black listed by any Major/Minor/Private ports of INDIA, Indian Ports Association (IPA), Ministry of Shipping. An undertaking letter stating that the firm is not blacklisted to be uploaded.
- j. At the time of submission of bids, the bidders shall be allowed to submit the duly filled Integrity Pact on white paper in the prescribed format as given in Schedule –VIII and signed on all pages with witness.

The original Document of Bid Security/EMD must reach Chennai Port Authority in corresponding address before the last date of Online submission of bid as per the date and time given in this tender.

Non-submission of the original EMD before the last date of online submission leads to disqualification of bid.

Note: Exemption Certificate from Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with Central Purchase organization or the concerned Ministry or Department is applicable for exemption from payment of EMD only. Self-attested Copy of the certificate shall be uploaded along with Technical bid failing which the bid will be disqualified/rejected.

COVER – II DETAILS: PRICE BID (BOQ) – Price Schedule

Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright.

THE CHARTER RATE SHALL BE QUOTED STRICTLY AS PER THE COST SCHEDULE GIVEN IN SPREAD SHEET FILE (.xls format) i.e, CHARTER RATE

PER TUG PER DAY SEPARATELY. THE TENDERERS ARE DIRECTED TO COMPLY WITH THE DIRECTIONS WHILE SUBMITTING THE TENDER.

For evaluation purpose the uploaded offer documents will be treated as authentic and final. No hard copy of the document is accepted except the original document of Bid Security/EMD. The price bid submitted through e-procurement mode only will be taken up for the purpose for evaluation

III. EVALUATION PROCESS:

TEST OF RESPONSIVENESS:

A proposal shall be considered responsive if –

- a. It is received by the proposed Due Date and Time.
- b. It is Digitally Signed.
- c. It contains the information and documents as required in the Tender Document.
- d. Contains EMD (wherever applicable).
- e. It contains information in formats specified in the Tender Document.
- f. It mentions the validity period as set out in the document.
- g. It provides the information in reasonable detail. The Port reserves the right to determine whether the information has been provided in reasonable detail.
- h. There are no significant inconsistencies between the proposal and the supporting documents.
- i. The Technical qualification conforms to as specified in the qualification criteria of General Rules and directions for the guidance of the Tenderer.
- j. A Tender that is substantially responsive in one that conforms to the preceding requirements without material deviation or reservation. A material deviation or reservation is one (1) which affects in any substantial way, the scope, quality, or performance of the Tenderer or
(2) which limits in any substantial way, inconsistent with the Tender document, or (3) whose rectification would affect unfairly the competitive position of other Qualified Applicant presenting substantially responsive bids.
- k. The Port reserves the right to reject any tender which in its opinion is non-responsive and no request for alteration, modification, substitution or withdrawal shall be entertained by the Port Authority in respect of such Tenders.
- l. The Port Authority would have the right to review the Technical Qualification and seek clarifications wherever necessary.
- m. Submission of a letter of self-declaration in the company / JV letter head stating that their firm is not blacklisted by any Major port.

NON-RESPONSIVE OFFER

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

- i) The tender is not in the prescribed format or is unsigned or not signed as per the stipulations in the bid document;
- ii) The required EMD has not been provided or exemption from EMD is claimed without acceptable proof of exemption;
- iii) The bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- iv) The bid departs from the essential requirements specified in the bidding document; **or**
- v) Against a schedule in the list of requirements in the tender enquiry, the tenderer has not quoted for the entire requirement as specified in that schedule.
- vi) The Bidder includes/adds any condition in the Price Bid;
- vii) The Hire Rate is not quoted in Bill of Quantities (BoQ) as per the instructions given in the Tender Document.
- viii) The rates are quoted in a currency other than Indian Rupees.
- ix) Tender without proof for ownership/legal possession or contractual obligation of the Crafts/ experience.
- x) 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.
- xi) Tenders without furnishing the proof for Average Audited Annual turnover for the last three years and other financial reports as mentioned.
- xii) The Tenders submitted without the Bid Security/ EMD, Acceptance of Integrity Pact as mentioned.
- xiii) Black listed by any Major/Minor/Private ports of INDIA, Indian Ports Association (IPA), Ministry of Shipping.
- xiv) The tenders without furnishing proof for work experience and also indicating completion value in the work completion certificate.
- xv) Bid Capacity not furnished as per the schedule and certified by the Chartered Accountant.
- xvi) The conditional Tender will be rejected outright considering is as "Non-Responsive "offer.

The Chennai Port Authority reserves the right to reject any offer that is non-responsive on the grounds listed above or for any other reason. The port will not entertain any request for alteration, modification, substitution or withdrawal of the offer.

Since the tender involves selection based on pre-qualification criteria and technical specification, the Deputy Conservator will examine and seek clarification if any and list out the firms, which are found technically suitable and Cover-II (Price Bid) of such tenders only will be opened and EMD will be returned to the disqualified tenderers.

- a. The date and time will be intimated to tenderers whose offers are found suitable and Cover – II of such tenderers will be opened on the specified date and time.
- b. The cost of stamping Agreement must be borne by the successful tenderer.
- c. Tenderer should obtain Harbour Entry Permit (HEP) with QR Code HEPs/RFID based through online only (<https://gatepass.chennaiport.gov.in>) to gain entry into the Port's premises, if necessary..
- d. The **Fax/E-Mail offers will be treated as defective, invalid and rejected.** Only detailed complete offers received through online prior to closing time and date of the tenders will be taken as valid.

After evaluation of bid, all the bidders will get the information regarding their eligibility/pre-qualification on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal.

The Price-bid of the successful bidders (qualified in Technical-bid) will be decrypted and opened on-line, on the scheduled date and after the pre-scheduled time by the Bid Openers with their Digital Signature Certificate (DSC). The bidders will get the information regarding the status of their financial bid and ranking of bidders on website.

The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, ChPA shall not be liable to the bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

DEPUTY CONSERVATOR

CHENNAI PORT AUTHORITY

CHENNAI PORT AUTHORITY**Tender No. M/OPS/F1**

Tender for Hiring of 1 No 60 Ton Bollard Pull Ocean going Tug for utilization as Emergency Towing Vessel for a period of 5 years and extendable by another Two years in CHENNAI PORT.

SECTION 1:**INSTRUCTIONS TO BIDDERS and SPECIAL CONDITIONS OF CONTRACT****A. General****1. Scope of Bid**

CHENNAI PORT AUTHORITY hereinafter termed “the Employer” invites online bids for the “**Tender for Hiring of 1 No 60 Ton Bollard Pull Ocean going Tug for utilization as Emergency Towing Vessel for a period of 5 years and extendable for another Two years in CHENNAI PORT**”.

1.1 The bidders may submit bids for the works detailed in the NIT through **e-procurement mode**.

1.2 The successful bidder will be expected to complete the works by intended completion date specified in the Contract data.

2. Source of Funds:

2.1 The Employer has arranged the funds from internal resources and will have sufficient funds in Indian Currency for execution of the works.

3. Eligible Bidders

3.1 The invitation for Bids is open to all eligible bidders meeting the qualification criteria as defined in **Clause 4**.

3.2 Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Employer in accordance with **Clause 44**.

4. Eligibility Criteria

4.1 The bidders shall upload the following information and documents.
Tender Document – Technical Bid submission as

- (a) Copies of original documents defining the constitution or legal status, place of registration, and principal place of business; written power of attorney of the signatory of the Bid to commit the Bidder;
- (b) Audited Annual financial turnover during last three years ending **31st March 2024**.
- (c) Bid capacity.

- (d) Experience in works of a similar nature and size for each of the last seven years ending **30th Jun 2025**.

Major items of **“TENDER FOR Hiring of 1 No. 60 Ton Bollard Pull Ocean Going Tug for utilization as Emergency Towing Vessel for a period of 5 years and extendable by another Two years in CHENNAI PORT”** proposed to carry out the Contract.

- (e) Reports on the financial standing of the Bidder, such as Audited Profit and Loss statements and Auditor's reports for the past three years.

4.2 To qualify for award of the contract, bidders are advised to note the **minimum qualification criteria** specified below:

- i) Average Annual Audited financial turnover during the last three years ending **31st March 2024**, should be at least 30% of the estimated cost put to tender (**i.e., Rs.18,37,95,750/-**) and
- (ii) Experience of having successfully completed similar works during last 7 years ending **30th Jun 2025** should be either of the following:
 - (a) Three similar completed works each costing not less than the amount equal to 40% of estimated cost (**i.e. Rs. 24,50,61,000/-**) each (or)
 - (b) Two similar completed works each costing not less than the amount equal to 50% of estimated cost (**i.e. Rs. 30,63,26,250/-**) each (or)
 - (c) One similar completed work costing not less than the amount equal to 80% of estimated cost (**i.e. Rs.49,01,22,000/-**)

Note: Similar completed works values mentioned above is excluding Taxes/GST.

“Similar Works’ means Chartering or Supplying on hire including its Manning, Operation and Maintenance of Vessels”. (Vessels mean Crafts, tugs, Patrol boats, offshore vessels, Ships, Dredgers, Mooring boats, Pilot launch).”

Note 1: The Tenderers shall enclose the copy of Work Order / LOA / LOI / agreement for similar works, successful completion certificates from clients indicating the date of completion, actual value of work done, work order reference number and date

Note 2: - In case of bid submitted by Joint Venture, Clause – 46 of Section-1, ITB & Special condition of contract shall be complied.

Note 3: For arriving at cost of similar work, the value of work executed shall be brought to current costing level by enhancing the actual value of work at simple rate of seven percent per annum, calculated from the date of completion to the date of Bid opening.

(iii) Bid Capacity:

Bidders who meet the minimum qualification criteria will be qualified only if their available bid capacity is more than the total bid value. The bidder should possess the bidding capacity as calculated by the specified formula. The available bid capacity will be calculated as under;

Bid capacity = $(A \times N \times 1.5) - B$, where

'N' = Number of years prescribed for completion of the subject contract. (N= 5 years)

'A' = maximum value of works executed in any one year during the last five years (updated at the current price level @ simple rate of (7%) seven percent per annum), taking into account the completed as well as works in progress.

'B' = Value (updated at the current price level at simple rate of 7% per annum) of the existing commitments and ongoing works to be completed in the next 'N' years.

The Bidder shall furnish Bid capacity calculation duly self-attested and certified by the Chartered Accountant with UDIN and Membership No as per Schedule-XIX of the Bid document.

The value of similar works completed by the bidder will be brought to current Price level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder.

The base year shall be taken as 2024-25

Year	Multiplication factor
2023-24	1.00
2022-23	1.07
2021-22	1.14
2020-21	1.21
2019-20	1.28

Note: Bidder should indicate actual figures of costs and amount for the works executed by them in the schedule without accounting for the above mentioned factors.

In case the financial figure and the value of completed works are in foreign currency, the above multiplication factors will not be applied.

Instead, the foreign currency will be converted into equivalent Indian Rupees (INR) at the State Bank of India BC selling rate as on the date of submission.

Documentary proof such as copy of work order/agreement and completion certificate for the technical experience and audited balance sheet, Profit & Loss account statements for annual turnover certified by Chartered Accountant for meeting the eligibility criteria shall be submitted under tender document- technical bid link through e-procurement mode. *The tenderer may submit either Notarized or Self attested copies of the documents. In case of self attested documents, the tenderer has to produce the original documents for verification before award of work.* If the bidder has executed the work for private firms or as a sub-contract the TDS certificate for the particular year along with the above mentioned documents shall be submitted. The price bids of those firms who do not meet the eligibility criteria will not be opened. All the documents as per **Schedule – I to Schedule -XX** shall be uploaded through e-procurement portal after scanning in pdf format in the Tender Document – Technical Bid.

The original Document of Bid Security/EMD should be reached CHENNAI PORT AUTHORITY before last date of submission of Technical Bid.

4.3 Even though the bidders meet the minimum qualifying criteria, they are subject to be disqualified if they have:

- Made misleading or false representations in the forms, statements and attachments submitted in proof of the qualification requirements; and/or
- Record of poor performance such as abandoning the works, not properly completing the contract, inordinate delays in completion, litigation history related to above, or financial failures etc.,

An undertaking to be submitted by the Contractor that the above issues(litigation history related to above) will not affect the performance of the Contract if awarded.

5. One Bid per Bidder

Each bidder shall submit only one bid for one package. A bidder who submits or participates in more than one Bid (other than as a subcontractor or in cases of alternatives that have been permitted or requested) will cause all the proposals with the Bidder's participation to be disqualified.

6. Cost of Bidding

The bidder shall bear all costs associated with the preparation and submission of his Bid through online, and the Employer will in no case be responsible and liable for those costs.

7. Site Visit

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit and examine the Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a **Tender for 'Hiring of 1 No. 60 Ton Bollard Pull Ocean Going Tug and as**

Emergency Towing Vessel for a period of 5 years and extendable by another Two years in CHENNAI PORT.' Works. The costs of visiting the site shall be borne by the tenderer. Permission required to visit the site will be given during the tender period on application to:

**The Deputy Conservator, CHENNAI PORT AUTHORITY,
No.1 Rajaji Salai, Chennai – 600 001.
Telephone : 044 – 2536 0833
Email: dc@chennaiport.gov.in**

B. BIDDING DOCUMENTS

8. Content of Bidding Documents

8.1 The set of bidding documents comprises the documents listed in the table below and addenda issued in accordance with **Clause 10**:

Volume I – (Technical Bid)

Sl.No.	CONTENTS	
1.	OBR	Online Bid Reference
2.	NIT	Notice Inviting Online Tender
3.	ONLINE BID	Instructions for online bid submission
4.	SECTION – 1	Instructions to bidders and Special Conditions of contract
5.	SECTION – 2	General Conditions of Contract
6.	SECTION – 3	Scope of Work
7.	SCHEDULES	I to XX

Sl. No.	Contents
1.	Bill of Quantities

Volume – II (Price Bid)

Any indication of “Quoted price” in the technical bid, shall lead to rejection of the bid outright. ***For evaluation purpose the uploaded offer documents will be treated as authentic and final.*** No hard copy of the document is accepted except the original document Bid Security EMD. The price bid submitted through e- procurement mode only will be taken up for the purpose for evaluation.

8.2 The bidder is expected to examine carefully all instructions, conditions of

contract, contract data, forms, terms, technical specifications, bill of quantities, drawings and annexure in the bid document. Failure to comply with the requirements of the bid document shall be at the bidder's own risk. Pursuant to **Clause 26** hereof, bids which are not substantially responsive to the requirements of the bid documents shall be rejected.

9. Clarification of the Bidding Documents

9.1 A Prospective bidder requiring any clarification regarding the tender documents may notify through e-procurement portal or Email.ID dc@chennaiport.gov.in only. The Employer will respond to any request for clarification after pre bid meeting. Copies of the Employer's response will be furnished in the e-procurement portal, including a description of the enquiry but without identifying its source.

9.2 Pre-bid meeting

The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the **Office of the Deputy Conservator**, 6th floor, Centenary Building, Rajaji Salai, CHENNAI PORT AUTHORITY, Chennai at **15:00 Hrs on 14.07.2025**

9.2.1 The purpose of the meeting will be to clarify issues and to answer question on any matter that may be raised at that stage.

9.2.2 The bidder is requested to submit any questions through e-procurement portal or email ID **dc@chennaiport.gov.in** before pre bid meeting. Any queries received after pre bid meeting will not be accepted.

9.2.3 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given, will be furnished expeditiously on ChPA web site and e-procurement portal. Any modification of the bidding documents listed in **Sub-Clause 8.1** which may become necessary as a result of the pre-bid meeting shall be made by the Deputy Conservator exclusively through the issuance of an addendum pursuant to **Clause 10** and not through the minutes of the pre-bid meeting and shall be hosted on ChPA web site and e-procurement portal.

9.2.4 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

10 Amendment of Bidding Documents

10.1 Before the deadline for submission of bids, the Deputy Conservator may modify the bidding documents by using addenda.

10.2 Any addendum thus issued shall be part of the bidding documents and shall be hosted in ChPA web site and e-procurement portal. The amendment so issued will form part of the tender document and shall be binding upon the tenderers.

10.3 The responsibility of downloading such addendum/amendment from ChPA website and e-procurement portal fully lies with the bidder.

10.4 To give prospective bidders reasonable time in which to take an addendum into

account in preparing their bids, the Deputy Conservator shall extend as necessary the deadline for submission of bids, in accordance with **Sub- Clause 20.2.**

C. PREPARATION OF BIDS

11. Language of the Bid

All documents relating to the bid shall be in the English language.

12. Documents comprising the Bid

12.1 The bid submitted by the bidder shall comprise the following:

A) Technical Bid (Volume I)

The following documents shall be submitted/uploaded online only.

- Scanned Copy of the document of Bid Security/EMD and Integrity Pact.
- Scanned notarized/self-attested copy of work order/Agreement and completion certificate for similar works.
- Scanned notarized copy of CA certified auditor's balance sheet and Profit& Loss account Statement during last 3 years ending 31st March 2023.
- The Bidder shall furnish Bid capacity calculation duly self-attested and certified by the Chartered Accountant as per Schedule-XIX of the Bid document.
- Scanned copy of documents as per Schedule I to XX
- Technical Bid Document - Cover I (Section 1 to 3) with all amendments and clarifications, if any.
- **Local content declaration and certificate from Statutory auditor as per clause 2.53 (A), sub clause V (b) of GCC, Preference to Make in India as per Schedule-XVII.**
- Scanned **Documents (all notarized)** to be submitted as per Instruction To Bidder, Clause-48 & 49.
- Not black listed by any Major/Minor/Private ports of INDIA, Indian Ports

Association (IPA), Ministry of Shipping. An undertaking letter stating that the firm is not blacklisted to be uploaded.

- **At the time of submission of bids, the bidders shall be allowed to submit the duly filled integrity pact on white paper in the prescribed format as given in Schedule -VIII and signed on all pages with witness.**
- b. The original document of Bid Security/EMD should be reached Chennai Port Authority before last date of submission of the technical bid.

B) Price Bid (Volume II)

Priced Bill of Quantities duly filled.

13. Bid Prices

- 13.1 The contract shall be for the whole works as described in **Sub-Clause 1.1**, based on the priced Bill of Quantities submitted through e-procurement portal by the Bidder.
- 13.2 The Bidder shall fill in rates and prices for all items of the works described in the Bill of Quantities through e-procurement portal **.xls** format. Items for which no rate or price is entered by the bidder will not be paid for by the Employer when executed and shall be deemed covered by the other rates and prices in the Bill of Quantities.
- 13.3 Contribution towards ESI, EPF, Labour Cess and other levies payable by the contractor under the contract, or for any other cause shall be included, excluding applicable GST in the Base price and applicable GST shall be indicated separately in the BOQ.

14. Currencies of Bid and payment

The Unit rates and the prices shall be quoted by the bidder entirely in **Indian Rupees**.

15. Bid Validity:

- 15.1 The prices quoted by the Tenderer must be firm and should hold good at least for **90 days** from the date of opening of the tender. A bid valid for a shorter period shall be rejected by the Employer as non-responsive.
- 15.2 In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for a specified additional period. The request and the bidders' responses shall be made in writing or by cable. A bidder agreeing to the request will not be permitted to modify his bid.

16. Bid Security (Earnest Money Deposit – EMD)

- (a) The bidder shall have to pay the Earnest Money Deposit of **Rs. 1,22,53,000/- (Rupees one crore twenty two lakhs and fifty three thousand only)**
- Any bid not accompanied by the requisite EMD shall be rejected as non responsive.
- (b) The EMD may be obtained in the form of Insurance Surety Bonds, Account Payee Demand Draft, fixed deposit receipt, banker's cheque or Bank Guarantee (including e-Bank Guarantee) from any of the Commercial Banks or payment online in an acceptable form in favour of **CHAIRMAN, Chennai Port Authority** on or before the **28.07.2025**, safeguarding the purchaser's interest in all respects. The bid security shall remain valid for a period of 45 (forty- five) days beyond the final bid validity period.

For making online payment towards EMD, the details of Bank Account of Chennai Port Authority shall be given

Bid Security payment online through RTGS/NEFT to the following Chennai port Bank A/c

Name: The Chairman, Chennai Port Authority

Name of the Bank: State Bank of India

Name of the Branch: SME Rajaji Salai

Account Name: REV II Current Account

Account No: (Current A/c): 10885904378

IFSC Code: SBIN 0018529

MICR Code: 600 002 288

Address of the Bank

No.1, Anchor Gate Building, Ground floor,

Rajaji Salai, Chennai – 600 001

Phone No: 044-25220610.

The scanned copy of the proof of EMD remittance via online may be uploaded in e-procurement Portal Under the Tender document

To claim exemption from EMD, the Tenderers are required to produce a self-attested copy of Udyam Registration Certificate for Micro and Small Enterprises (MSEs) issued by Department of Micro, Small and Medium Enterprises (MSME). The exemption from the payment of EMD will be allowed only if the tender item of work/supply is covered in the enlistment statement attached Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME). No claim for exemption without the details stipulated above will be considered. The EMD in original shall reach to the office of Deputy Conservator, Chennai Port Authority, 6th Floor, Centenary Building, 1. Rajaji Salai, Chennai – 600001. The Earnest Money Deposit shall be refunded to the Tenderers as follows:

- a) Successful Tenderer — EMD would be refunded to the successful bidder on receipt of performance security.

Unsuccessful Tenderers - within 30 days after finalization of the Techno-Commercial Bid(s). No interest shall be paid by the ChPA on the Earnest Money Deposit from the date of its receipt until it is refunded as indicated above under any circumstances.

The Tenderer shall furnish the details of Bank Account No., type of Account, Name of the Bank and branch. IFSC Code, MICR Number etc. for refund of EMD through e-payment. The Tenderer shall submit Advance stamped receipt for refund of EMD amount. The advance stamp receipt shall be in favour THE CHAIRMAN, CHENNAI PORT AUTHORITY and it shall be enclosed along with the Tender document.

A bidder's bid security will be forfeited if the bidder

- i) withdraws or amends its/ his tender;
- ii) impairs or derogates from the tender "in any respect within the period of validity of the tender;
- iii) If the bidder does not accept the correction of his bid price during evaluation; and
- iv) If the successful bidder fails to sign the contract or furnish the required performance security within the specified period.

17. Alternative Proposals by Bidders

Conditional offer or Alternative offers will not be considered further in the process of tender evaluation.

18. Format and signing of Bid

- 18.1 The e-tender shall be submitted online and uploading the scanned copies of Insurance Surety Bonds, fixed deposit receipt, banker's cheque, online payment receipt or Bank Guarantee including (e-Bank Guarantee) from any of the commercial banks or payment on online in acceptable form, safeguarding the purchaser's interest in all respects or to claim exemption from EMD, registration certificate for micro. and small Enterprises (MSEs) issued by Department of Micro, Small and Medium Enterprises (MSME) and other documents as per the pre-qualification criteria and shall be digitally signed.
- 18.2 The Bid shall contain no alterations or additions, except those comply with instructions issued by the Employer.

D. SUBMISSION OF BIDS

19. Sealing and Marking of Bids

- 19.1 The bidder shall put **original bid security document/EMD** as per **Clause No.16**, hereof in one envelope and properly seal and mark as **“Bid Security/EMD”**.

These envelope then be put inside one outer envelope and sealed, duly marking the outer envelope as **“Bid Security/EMD and Original Documents”**.

- 19.2 The envelopes shall

- a) be addressed to **“The Deputy Conservator, CHENNAI PORT AUTHORITY, No.1 Rajaji Salai, Chennai-600 001”**
- b) bear the following identification:

Bid for **“Hiring of 1 No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in CHENNAI PORT”**

Bid Reference No: Tender No. M/OPS/F1

DO NOT OPEN BEFORE (15.30HRS & DATE: 29.07.2025)

Name and Address of the Bidder

And shall reach the office of The Deputy Conservator, 6th Floor of Centenary building, CHENNAI PORT AUTHORITY, No.1 Rajaji Salai, Chennai-600 001 **upto 1500 hrs on 28.07.2025** and open at **1530 hrs. on 29.07.2025** in the presence of the tenderers who may wish to be present.

- 19.3 In addition to the identification required in **Sub-Clause 19.2**, the inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared late, pursuant to

Clause 21, or the bid is declared non responsive. If the outer envelopes are not sealed and marked as above, the Deputy Conservator will assume no responsibility for the misplacement or premature opening of the Technical bid and Financial bid.

- 19.4 Tender document have to be submitted online only before deadline for online submission of bid. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Tender document, Financial instruments, Integrity Pact, Power of attorney shall be treated as irrelevant.

20. Deadline for online Submission of Bids

- 20.1 The completed bid shall be submitted in the electronic form by **15.00 Hrs. on 28.07.2025** only through e-procurement portal.

- 20.2 The Employer may extend the deadline for submission of bids by issuing an amendment in accordance with **Clause 10**, in which case all rights and obligations of the Employer and the bidders previously subject to the original deadline will thereafter be subject to the deadline as extended.

- 20.3 Price should be quoted in a spread sheet file (.xls format) available in e-procurement Portal only. Any indication of 'Quoted price' in the online technical bid documents shall lead to rejection of the bid outright. For evaluation purpose the uploaded offer documents will be treated as authentic and final. Any documents submitted in the form of hard copy except Tender document, Financial instruments, Integrity Pact, Power of attorney shall be treated as irrelevant.

The uploaded Port Tender Document will be treated as authentic tender and if any discrepancy is noticed at any stage between the Port's tender document and the one submitted/uploaded by the tenderer, the conditions mentioned in the port's uploaded document shall prevail. Besides, the tenderer shall be liable for legal action for the lapses.

21 Late Bids

- 21.1 The tenderer should ensure that their tender is received online at ChPA before the deadline prescribed in **Clause 20**.

The time that is displayed from the server clock at the top of the tender Portal, will be valid for all actions of requesting bid submission, bid opening etc., in the e-Procurement portal. The bidders should adhere to this time during bid submission.

22. Modification by Withdrawal and Resubmission of Bids

- 22.1** Bidders may modify the offers by withdrawing their already freezed bids in online only through e-procurement portal (after submission of bid) and resubmit/upload the revised offer before the deadline prescribed in **Clause 20**.

- 22.2 No bid shall be withdrawn and resubmitted through e-procurement portal by the bidder after the deadline for submission of bids.

- 22.3 Withdrawal of a Bid between the deadline for submission of bids and the expiration of the original period of bid validity specified in **Clause 15.1** above or as extended pursuant to **Clause 15.2** may result in the forfeiture of the Bid Security pursuant to **Clause 16**.

E BID OPENING AND EVALUATION

23. Bid Opening

- 23.1 On the due date and time as specified in **Clause 20**, the Employer will first open Technical bids of all bids received online (except those received late) including resubmitted pursuant to **Clause 22** in presence of the Bidders or their representatives who choose to attend. In the event of specified date for bid opening declared as holiday by the Employer, the bid will be opened at the appointed time and location on the next working day.
- 23.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid contains any deviation from the Bids documents and / or if the same does not contains Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly.
- 23.3 The date and time of opening of price bid (cover-II) shall be intimated to the qualified tenderers based on the evaluation of the technical bid. The price bid (cover-II) of such eligible tenderers shall be opened on the specified date and time in the presence of the qualified tenderers or their authorized representatives.

24. Process to be Confidential

Information relating to the examination, clarification, evaluation and comparison of bids and recommendations for the award of a Contract shall not be disclosed to bidders or any other persons not officially concerned with such process until the award to the successful bidder has been announced.

25. Clarification of Bids

- 25.1 To assist in the examination and comparison Bids, the Employer may, at his discretion, ask any bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by cable, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic / typing errors discovered by the Deputy Conservator in the evaluation of the Bids in accordance with **Clause 27**.

25.2 Subject to **Sub-clause 25.1**, no Bidder shall contact the Employer on any matter relating to his bid from the time of the online bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Deputy Conservator, he should do so in online mode /writing only.

25.3 Any effort by the Bidder to influence the Deputy Conservator's bid evaluation, bid comparison, or contract award decisions, may result in the rejection of his bid.

26. Examination of Technical Bids and Determination of Responsiveness of Technical Bid

26.1 Prior to detailed evaluation of Technical Bids, the Employer will determine whether each the bid (a) meets the eligibility criteria defined in **clause 4** (b) has been properly signed by an authorized signatory (accredited representative) holding Power of Attorney in his favour. The Power of Attorney shall interalia include a provision to bind the bidder to settlement of disputes clause; (c) is accompanied by the required Bid Security; (d) is responsive to requirements of the bidding documents. *The tenderer may submit either Notarized or Self attested copies of the documents. In case of self attested documents, the tenderer has to produce the original documents for verification before awarding of work.* A substantially responsive Technical and Financial Bid is one which conforms to all the terms, conditions and specification of the Bidding documents, without materials deviation or reservation. A materials deviation or reservation is one (a) which affects in any substantial way the scope, quality or performance of the Works; (b) which limits in any substantial way; the Employers' rights or the Bidder's obligations under the contract; or (c) whose rectification would affect unfairly the competitive position of other Bidders presenting responsive Bids.

26.2 If a Technical Bid is substantially non-responsive, it will be rejected by the Employer. The financial bid of those bidders whose Technical bid has been determined to be non- responsive shall not be opened in online mode.

27 Correction of Errors (in Price Bid)

Not applicable for online tenders.

28. Evaluation and Comparison of Bids

28.1 The Employer will evaluate and compare only the Bids determined to be responsive in accordance with **Clause 26**.

28.2 If the Bid of the successful Bidder is seriously unbalanced in relation to the Employer's Representative estimate of the cost of work to be performed under the contract, the Employer may require the Bidder to

produce detailed price analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those price with the implementation methods and schedule proposed.

28.3 Those tenders as have been determined to be responsive to the requirements of the Tender will only be evaluated. Other non- responsive tenders will be rejected.

The evaluation process will be done in 2 stages. In stage 1, the Cover 1 will be opened & evaluated for Technical Suitability based on Eligibility Criteria of the Tender and firms who fulfils the eligibility criteria in terms of experience and financial turn over & other conditions mentioned in the tender will be declared as technically pre-qualified firms. The Cover 2 Price Bids of technically pre-qualified firms alone will be opened and evaluated in stage 2 for awarding the contract.

While evaluating the tenders, the daily rate for hiring the 60 Ton Bollard Pull ocean going Tug utilized as ETV will be calculated as per the following formulae and compared between eligible offers :

Charter hire rates per day =X

Chennai 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.

For Harbour Operation	Chennai Port will provide fuel free of cost for the offered tug. Hence the Chennai port will provide (i) Fuel for the main Engine per hour per Engine is 100 Liters per Hour per Engine (ii) Fuel for DG set per hour per engine is 13 litres per hour per Engine. (Based on the average fuel consumption of the Aux engine of the existing 60 Ton BP Tug.). During the tenure of the contract, if the tug fuel consumption exceeds the Chennai port declared fuel per hour per engine, the cost towards the excess consumption of fuel will be recovered/deducted from the contractor's account, as per fuel rates
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	prevailing at that time plus 20% overhead charge
For Ocean Going utilized for ETV operation	Whenever the ETV is proceeding to ocean going for distress operation as per the direction of DG Shipping. If the fuel consumption of the ocean going tug as ETV or the replacement ocean going tug as ETV is found above the consumption (originally offered ocean going tug as ETV) per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate of IOC plus overhead charge of 20% on Diesel cost. The Fuel consumption detail departing from Chennai Port till arriving inside Chennai Port has to be recorded and submitted as date-wise fuel consumption to the controlling officer.

F. AWARD OF CONTRACT

29. Award Criteria

The Employer will award the Contract to the Bidder whose Bid has been determined to be responsive to Bidding documents and who has offered the lowest evaluated Bid Price, provided that such Bidder has been determined to be **(a)** eligible in accordance with the provisions of **Clause 3**, and **(b)** qualified in accordance with the provisions of **Clause 4**.

30. Employer's Right to accept any Bid and Reject any or All Bids

Notwithstanding **Clause 31**, the Employer reserves the right to accept or reject any bid and to cancel the bidding process and reject all bids, at any time prior to award of Contract, without thereby incurring any liability to the affected bidder of the grounds for the Employer's action.

31. Notification of Award and Signing of Agreement

31.1 The Bidder whose Bid has been accepted will be notified of the award by the Employer prior to expiration of the Bid validity period by cable, telex or facsimile confirmed by registered letter. This letter (herein after and in Conditions of Contract called the "Letter of Intent") will state the sum that the Employer will pay the Contractor in consideration of the Execution, completion and maintenance of the Work by the Contractor as prescribed by the Contract (herein after and in the Contract called the "Contract Price")

31.2 The notification of award will constitute the formation of the contract, subject only to the furnishing of a performance security in accordance with the provisions of **Clause 32**.

31.3 **In case the successful Tenderer fails to send the letter of acceptance with in the period of three working days from the date of issue of letter of intent, the LOI is liable for cancellation. Within 14 days of receipt of Letter of intent (LOI), the successful bidder should furnish the Performance Guarantee.**

31.4 The contractor shall execute an agreement with ChPA within 14 days from the date of receipt of form of agreement. If the contractor, whose tender has been accepted, fails to execute an agreement within 14 days from the date of receipt of documents for execution of the agreement, the earnest money deposit (EMD) deposited by the Tenderer shall be forfeited and the Tenderer shall not be allowed further to participate for a period of one year in the ChPA's similar tenders.

31.5 Any correspondence/clarification /requests etc., whatsoever received from the Tenderer after the receipt of the Letter of

Acceptance by the Chennai Port shall not be entertained and no extension of time will be granted for any reason whatsoever.

- 31.6 Upon the furnishing by the successful Bidder of the Performance Security, the Employer will promptly notify the other Bidders that their Bids have been unsuccessful and release their Bid security.

32. Performance Security

The Contractor should deposit 10% of the total contract value within 14 days from the date of receipt of the order as Performance Security towards due fulfillment of the conditions of the contract, failing which necessary interest @ 18% per annum on Performance Security amount will be levied for the delayed remittance from the date of receipt of order to the date of remittance of money.

Performance security may be furnished in the form of Insurance Surety Bond, account payee demand draft, fixed deposit receipt from a commercial bank, bank guarantee (including e- Bank Guarantee) issued/ confirmed from any of the commercial bank in India or online payment in an acceptable form, safeguarding the Procuring Entity's interest in all respects. In case of a JV, the BG towards performance security shall be provided by all partners in proportion to their participation in the project. The Performance Security should be payable at Chennai in favour of "Chairman, Chennai Port Authority". For making online payment towards Performance security, the details of Bank Account of Chennai Port Authority shall be given in the Clause-16 of ITB.

Performance security should remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the contractor, including successful completion of Guarantee Period.

Performance security should be refunded to the contractor without interest, after he duly performs and completes all obligations under the contract but not later than 365 days of completion of the Guarantee Period. Before the Performance security is released a "No Claim Certificate" shall be furnished by the contractor as per the format given in Schedule-XX.

The performance security will be forfeited and credited to the procuring entity's account in the event of a breach of contract by the contractor

33. Advance Payment

No advance payment on the contract price will be made under this contract.

34 Refund of EMD

- 34.1 When the committee finalize one of the tenderer for the said contract, EMD will be refunded to all other tenderers at the earliest.
- 34.2 The EMD of the successful tenderer will be refunded only after the remittance of security deposit in any manner as aforesaid. Alternatively, the successful tenderer shall when his tender is accepted, furnish security as specified in the clause 32 of this Section after giving credit to the amount deposited by him as

earnest money. The earnest money shall retain its character, as such, till the successful tenderer furnishes the security deposit.

34.3 Where a person whose tender has been received on behalf of the Board intimates that they are withdrawing their tender before the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Port (or) fail to furnish the security deposit within the prescribed time, the Port shall without prejudice to any other right or remedy, be at liberty to forfeit the Earnest Money deposited by such person absolutely.

34.4 The cost of stamping the agreement must be borne by the successful tenderer.

35. Payment if contract terminated:

If the Contract is terminated because of a fundamental breach of Contract by the Contractor, the Employer's Representative shall issue a certificate for the value of the work done less other recoveries due in terms of the contract, less taxes due to be deducted at source as per applicable law and less the percentage to apply to the work not completed as indicated in the contract data.

Additional liquidated damages shall not apply. If the total amount due to the Employer exceeds any payment due to the Contractor, the difference shall be a debt payable to the Employer.

36. Date of commencement and completion of work:

The ocean going tug as ETV shall be delivered at ChPA for operation latest by 1200 hrs. on **30th** day from date of issue of LOI in seaworthy and efficient condition after completion trials and tests by third party, IRS and shall be in possession of all necessary valid certificates before delivery at CH.P.A

Any delay in delivery of the Ocean going tug as ETV by the owner or builder of the tug or transshipment delays or any other reason excluding force majeure will not be accepted for delay in Commencement of operations.

The Ocean going tug as ETV offered by the tenderer as per the specification submitted by them in the Schedule-XI shall only be deployed for operation, if the offer of the tenderer is accepted. In case the tenderer is not in a position to deploy the offered Tug, within the specified delivery period of 30 days, the tenderer will be allowed to provide sister Tug (Ocean going Tug as ETV) or substitute tug(Ocean going Tug as ETV) with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates).

Substitute Tug shall be of similar or better specification has to be provided as per the clause -2.8 of the GCC.

37. INSURANCE:

- (a) During the charter period the ocean going tug as ETV shall be kept insured by Contractors at their expenses in regards to Hull and Machinery, P&I, Oil Pollution & wreck removal etc. ChPA shall not have any right to recovery or subrogation against Contractors on account of loss of or any damage to the Ocean Going Tug as ETV or her machinery or appurtenances covered by such Insurance or on account of payment made to discharge claims against or liabilities of the Ocean going tug as ETV or ChPA's covered by such insurance.
- (b) During the charter period the Ocean Going Tug as ETV shall be kept insured by the Contractor at their expense against protection and indemnity risks in such form as ChPA shall approve. If the Contractor fail to arrange and keep any of the insurances provided for under the provisions of sub-clause (b) in the manner described therein, ChPA shall notify Contractor whereupon Contractor shall rectify the position within seven running days.
- (c) In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the Contractor shall indemnify ChPA against all claims and demands which would otherwise have been covered by such insurance.

38. EVIDENCE OF INSURANCE:

- (i) P & I third party liability insurance for port personnel and others who may enter the contractor's assets / crafts.
- (ii) Workmen's compensation insurance as applicable for total or partial loss of the Ocean going tug as ETV, damages due to fire or any other accident
- (iii) Any other insurance that may be necessary to protect the Tenderer, his employees and assets, whether constructed / purchased by the Tenderer or handed over by the Chennai Port (against loss, damage or destruction at replacement value) including all Force Majeure.
- (iv) Events that are insurable and not otherwise covered in items 38 (i) to (iii).

38.1 All insurance obtained by the Successful Tenderer in accordance with this Article shall be maintained with insurer or re-insurers, and on terms consistent with Good Industry Practice. All insurance

policies **as applicable** obtained by the Tenderer shall include a primary and non-contributing endorsement. The Successful Tenderer shall furnish to Chennai port, copies of certificates of insurance, copies of the insurance policies (or appropriate endorsements, certifications or other satisfactory evidence of insurance) signed by an authorized representative of the insurer and copies of all premium payment receipts in respect of such insurance received from each insurance carrier.

- 38.2 The Successful Tenderer shall pay the premium payable on such insurance policy (ies) so as to keep the policy (ies) in force and valid throughout the contract period and furnish copies of the same to the Chennai Port. Insurance Policy/ies shall not be cancelled, changed or allowed to be lapsed/expired till the expiry of the contract period. In the event of Insurance Policy/ies is/are cancelled, changed, lapsed or expired, the Contractor shall not be allowed to operate the Ocean going tug as ETV and no charter rate will be paid for that period and applicable penalty will be imposed.

39. APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of the Financing documents, all moneys received under insurance policies shall be promptly applied by the Chennai Port towards repair or renovation or restoration or substitution of the Ocean going tug as ETV or its crew or damages to the Authority's properties/personnel or any part thereof, which may have been damaged or destroyed. The Tenderer may designate the Lenders as the loss payees under the insurance policies/assign the insurance policies in their favour as security for the financial assistance. The Contractor shall carry out such repair or renovation or restoration or substitution to the extent possible in such manner that the Ocean going tug as ETV or any part thereof, shall, after such repair or renovation or restoration or substitution be as far as possible in the same condition as they were before such damage or destruction.

40. REMEDY ON FAILURE TO INSURE

If at any time the Successful Tenderer fails to purchase and effect any and all the insurances required under this Agreement, the Chennai Port may at its option purchase and maintain such insurance and all sums incurred by the Chennai Port shall be reimbursed by the Successful Tenderer forthwith on demand, failing which the same shall be recovered by the Chennai Port by encashing the Performance Guarantee and/or Earnest Money Deposit. The contractor shall ensure that the insurances for Ocean going tug as ETV, crew and Port Authority personnel, if obtained

outside India are valid for the operations at CHENNAI PORT AUTHORITY as per the conditions of this contract.

41. PENALTY

Refer Clause 2.23 of General condition of Contract.

42. ECS Payment :

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

The tenderers to submit the following in their letterhead for ECS procedure. Name of the bank, branch with address, MICR No., Account No., type of account to be duly endorsed by the Bank Branch Manager.

Particulars of the bank A/C Name of the Bank,

- | | |
|--|---------------------|
| 1. Name of the Bank, Branch and full postal address. | |
| 2. Account Number | 3.MICR Number. |
| 4. Type of Account | 5.IFSC Number |
| 6. GST Regn.No. | 7.Copy of PAN Card. |
| 8. TIN Number. | 9.ESI Regn.No |
| 10. EPF Regn No. | |

43. 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

44. Corrupt or Fraudulent Practices:

The bidder and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this document, the Port shall reject the tender without being liable in any manner whatsoever to the bidder, if it determines that the bidder has, directly or indirectly or through an agent,

engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the Port shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Port for, inter alia, time, cost and effort of the Authority, in regard to the Tender, including consideration and evaluation of such Bidder’s Proposal. Such Bidder shall not be eligible to participate in any tender or RFP issued by the Authority during a period of 2 (two) years from the date such Bidder is found by the Authority to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

For the purposes of this Clause, the following terms shall have the meaning hereinafter respectively assigned to them:

(a) **“Corrupt practice” means**

i) The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Authority who is or has been associated in any manner, directly or indirectly with the Selection Process or the LOA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Authority, shall be deemed to constitute influencing the actions of a person connected with the Selection Process; or

ii) Engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the Authority in relation to any matter concerning the Project;

(b) **“Fraudulent practice”** means a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

© **“Coercive practice”** means impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person’s participation or action in the Selection Process;

- (d) **“Undesirable practice”** means
 - (i) Establishing contact with any person connected with or employed or engaged by the Authority with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or
 - (ii) Having a Conflict of Interest; and
- (e) **“Restrictive practice”** means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

45. INTEGRITY PACT

At the time of submission of bids, the bidders shall be allowed to submit the duly filled integrity pact on white paper in the prescribed format as given in Schedule –VIII and signed on all pages with witness signatures. After awarding the work to the successful bidder, the successful bidder shall submit the integrity pact on Rs.100/- non-judicial stamp paper.

“In case of a Joint Venture, all the partners of the joint ventures sign the Integrity Pact. In case of sub-contracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s)”

- a. The bidders shall not make any payment or illegal gratification to any person /authority connect with the bid process so as to influence the bid process and have not committed any offence under the PC Act in connection with the bid.
- b. The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

46. Participation of Joint Venture Companies:

(Details of JV agreement shall be furnished as per Schedule –XV along with Schedule- V, X, XII, XIII&XIV)

Joint Venture are permitted to participate in the tender. The Bids submitted by a Joint Venture (JV) shall comply with the following requirements:

- a) Maximum numbers of partners in JV shall be limited to three.
- b) JV members are “jointly and severally responsible and liable” in a contract. For prequalification, the JV should fulfil the criteria specified in the document. The attributes to be evaluated will be the same as for individual contractors; however, certain parameters up to the specified limits have to be essentially met by them collectively, some by the lead partner, and some by the other partner, as briefly described below
 - i. Qualifying factors to be met collectively: (i) annual turnover (ii) similar work experience;

ii Qualifying factors for lead partner: (i) Annual Turnover; (ii) similar experience; – at least 50 (fifty) per cent of the qualifying limits prescribed in case of individual contractors may be accepted;

iii Qualifying factors for other partner: Same as for lead partner except that for the factors specified in (b) (ii) above, each partner should meet at least 25 (twenty-five) per cent out of the qualifying limit.

- c) There shall be a Joint Venture Agreement between the constituent firms **(Firms registered under the provision of the Indian laws, no foreign firms would be permitted as the same is not a global tender)** specific for the contract package for which the bids are submitted. The JV Agreement shall include among other things, the JV's objectives, the proposed management structures, the proposed distribution of responsibilities both financial as well as technical for execution of the work, the contribution of each Member to Joint Venture operation, the commitment of Members to the joint and several liability for due performance, recourse/ sanctions within the Joint Venture in the event of default or withdrawal of any Members and arrangements for providing the required indemnities.
- d) All members of the joint venture shall be liable jointly and severally responsible for the execution of the contract in accordance with the provisions of contract, however declaration of the Lead member to be indicated by the Joint venture members and same may be furnished in their MOU or JV Agreement.
- e) Members of the JV shall nominate one member as the Lead Member and his nomination shall be evidenced by submitting power of attorney signed by the legally authorized signatories of all the Members.
- f) The lead Member of the joint venture will provide suitable experienced personnel for at least 1 (one) position at site for the purpose of general planning and operations, during the whole period of contract execution and a statement to this effect should be included in the Joint Venture Agreement.
- g) The bid, and in the case of the successful bidder, the Form of Agreement, shall be signed and / or executed in such a manner as may be required for making it legally binding on all Members (including operative parts of the ensuing Contract in respect of Agreement of Arbitration, etc.).
- h) The Lead Member shall be authorized to incur liabilities and to receive instructions for and on behalf of the members of the JV and entire execution of the Contract including payment shall be carried out exclusively through the Lead Member. A Statement to this effect should be included in the Joint Venture Agreement.
- i) Bid Security/EMD and performance Guarantee as required can be furnished by any Member but it shall be in the name of Joint venture.
- j) Joint Venture Agreement shall contain a clause to the effect that there shall be a separate JV Bank Account (distinct from the Bank Account of the individual Members) to which the individual

- Members shall contribute their share capital and/or working capital.
- k) Joint Venture Agreement shall also contain a clause to the effect that the financial obligation of the JV shall be discharged through the said JV Bank Account only and also all payment received by JV from the Employer shall be through that account only.
 - l) In the event of default by Lead Member, it shall be construed as default of the contractor; and Employer will take action under default clause.
 - m) In the event of any Member leaving the JV, it shall be intimated to the Employer within 30 days by other Member(s). Failure to do so shall be construed as default of the contractor and the Employer may take action under default clause.
 - n) Change in composition of Joint Venture: -
 Change in the composition of a Joint Venture will not be permitted by the CHPA during the Tendering Stage. However, Where the Successful bidder is a Joint Venture, Change in the composition of a Joint Venture will be permitted after award of contract/during execution of contract to the JV, Only where,
 - (i) Lead member continues to be the lead Member of the joint Venture.
 - (ii) The substitute is at least equal, in terms of Technical Capacity, to the JV Member who is sought to be substituted and the modified JV shall continue to meet the Minimum Qualification Criteria.
 - (iii) The new Member(s) expressly adopt(s) the Application already made on behalf of the Joint Venture as if it were a party to it originally, and is not an Applicant / Member / Associate of any other Joint Venture for this Tender.
 - o) Approval for change in the composition of a Joint venture shall be at the sole discretion of the CHPA.
 - p) In case Joint Venture Agreement is not acceptable to the Employer, the Joint Venture will modify the Agreement so as to be acceptable to the Employer.
 - q) An individual bidder cannot at the same time be member of a Joint Venture applying for Minimum Qualification Criteria. Further, a member of a particular Joint Venture cannot be member of any other Joint Venture applying for Minimum Qualification Criteria.
 - r) The bid submitted shall also include all information as required under the provisions of JV clause and furnished separately for each member.
 - s) The joint venture agreement should be signed by the authorized persons of the Member firms and Power of Attorney of signatories from their respective firms should also be enclosed along with the agreement.

47. NO CORRESPONDENCE WITH UNSUCCESSFUL TENDERER:-

No correspondence will be entertained by the CHENNAI PORT AUTHORITY from the unsuccessful Tenderers.

SPECIAL CONDITIONS OF WORKS

48. OWNERSHIP OF Ocean going tug as ETV ON CHARTER

The tenderers having experience in Chartering/manning and operation of vessels are eligible and shall either own the Ocean going tug as ETV offered for charter to the Port or shall have joint venture with owner of tug or have the tug on hire /charter / sub-charter or in legal possession on Contractual obligation or should have entered into an agreement with the owner of the tug on or before the date of submission of the tender and such arrangement shall be valid for the entire contract period and submit proof for the same along with Tender documents contained in the Cover- I, Techno – Commercial Bid. The tenderer's agreement with the tug builder may also be submitted as proof for ownership.

The broad specifications of the required Ocean going tug as ETV are given in "Scope of Work" and the Ocean going tug as ETV offered shall have these minimum requirements.

The agreement with owner or builder of the Ocean going tug as ETV offered shall mention the details of Technical specifications of the Ocean going tug as ETV, charter/ delivery period, Classification Society approvals, Transshipment period, Inspection, Trials, etc.,

The Ocean going tug as ETV delivered for operation at the port shall be of the same Technical Specifications mentioned in tenderer's offer and in case of any deviation in technical specification of these Ocean going tug as ETV Tug, they will not be accepted and lead to disqualification and forfeiture of Performance Guarantee.

49. TECHNICAL SPECIFICATIONS:

The Ocean going tug as ETV offered shall be of the specifications given in the "Scope of Work". Those offers which do not meet these minimum specifications shall be rejected and the price bids of those tenderers will be returned un-opened.

The following documents shall be enclosed in Cover I.

49.1 GA Plan

49.2 Make model No. BHP, of main Engine and Auxiliary Engine of DG set

49.3 Copies of Registration Certificate, Certificate of Class, and latest bollard pull certificate from Class as per clause-2.29.2 of General condition of contract.

CERTIFICATE OF CLASS

a) The Tenderer has to submit Certificate of Class for Ocean Going Tug for ETV. In case the offered Tug is not an Ocean Going Tug and capable of converting to Ocean Going Tug, then an undertaking shall be given by the Tenderer stating that "Tenderer will convert Tug into MS Class (Ocean Going vessel) with IRS/any IACS Member as there is no structural or equipment change required. The offered Tug has all valid equipments onboard for reverting back to MS Class for Ocean going operation. The Tug will be converted to Ocean Going Tug as ETV and supplied to CHENNAI PORT AUTHORITY within the **Delivery Period**, if the contract is awarded to the Tenderer".

b) Letter from IRS/any IACS Member shall be submitted confirming that the offered tug can be converted to an Ocean Going Tug any time since it meets all such requirements.

The above (a) & (b) shall be submitted by the Tenderer to meet the minimum specification of the offered Tug. In case they fail to submit the above (a) and (b), then offers shall be rejected and the price bids of those tenderers will not be opened.

In case of failure to convert the offered Tug as ocean going tug for ETV before the delivery period of the contract, the contract shall be terminated and EMD & Performance Guarantee shall be forfeited.

49.4 The proof of ownership of the Ocean going tug as ETV offered as mentioned in clauses 48.

49.5 The details of present technical staff and list showing qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site. The details of co-coordinator having the marine background to co-ordinate with the officials of Marine Department shall be furnished.

49.6 The Name of partners/ Directors indicating their responsibility and holding in the firm/company.

49.7 In case of partnership / Limited / Joint venture companies, the Power of attorney on stamp paper in favour of the person authorized to sign all the documents relating to the tender.

49.8 The copies of document in support of the legal status of the firm (Memorandum of Association, Article of Association or Partnership Deed as the case may be.)

- 49.9 Copies of original documents defining the constitution or legal status, place of registration and principle place of business of the company/proprietorship firm/partnership firm or any other business structure.
- 49.10 The information regarding any current litigation in which the Tenderer is involved.
- 49.11 Documentary proof to establish the experience, technical competency of the Tenderer in management and operation of the Ships /Vessels and any other relevant details.
- 49.12 The details of the joint venture firm with whom the tenderer has entered in to agreement should be produced with documentary evidence.

While evaluating the bids CHENNAI PORT AUTHORITY may seek any other details / documents which it may feel as necessary to ascertain and establish the competence of the tenderer. In case of failure or refusal to furnish such details within the given time limit, CHENNAI PORT AUTHORITY shall evaluate the bids on the merits of the available documents.

- 50.** The Tenderer shall not put any conditions in the Tender document or in price bid. Any condition in the price bid shall disqualify the Tenderer and the tender shall be rejected. The Tenderer shall not indicate his rate anywhere directly or indirectly in the documents in Cover - 'I'. Any counter offer as well as any alterations, additions, deletions or editing in the scope of work/tender documents observed at any stage shall be rejected outright.
- 51.** The Ocean going tug as ETV offered by the tenderer as per the technical specification submitted by them in the Schedule XI shall only be deployed for operation if the offer of the tenderer is accepted. However, in case the tenderer is not in a position to deploy the offered Ocean going tug as ETV, within the specified period of 30 days the tenderer will be allowed to provide sister Ocean going tug as ETV or substitute Ocean going tug as ETV with similar/better specification in sea worthy and efficient condition and should be in possession of all necessary valid certificates. In case the maximum average fuel consumption of the substitute Tug exceeds the declared fuel consumption of the Chennai port. The Port will recover the cost towards the excess consumption of fuel plus overhead charge of 20 % on Diesel Cost as per the following formula:

Maximum Average Fuel Oil Consumption in litres/hour of sister/substitute Tug =A

Declared fuel consumption of Chennai Port in litres/hour of the offered Tug =B

Cost of fuel (prevailing IOC Rate) =C

Actual running hours =D

Cost to be recovered =(A-B)x C x D

A will be calculated based on maximum Average F.O. consumption of main engine for both engines per hour + Maximum Average F.O. consumption of Auxiliary Engine of DG Set per hour.

- 52.** The successful tenderer shall have to replace the equipment /machinery in case of obsolescence or damage due to faulty operation or due to natural calamities.

53. Extension

At the expiry of the contract period CHENNAI PORT AUTHORITY reserves the right to extend the service for a further period of two years at the same rates and terms & conditions.

54. ESI CONTRIBUTION or Equivalent as per Indian Laws as applicable

- (a) As per the Govt Notification dt 20.7.09, CHENNAI PORT AUTHORITY has registered under the ESI Act on 26.09.2012 with ESI Corporation and provision of ESI Act, 1948 are applicable to CHENNAI PORT AUTHORITY, a Social Security Act, is applicable to Factories using power and employing 10 or more personnel and establishment employing 20 or more persons and drawing wages/Salary upto Rs.21, 000/- per month. Workers covered under ESI Act, are entitled for full medical care for self and family. Besides, cash benefit in the event of sickness, maternity and employment injury. Accordingly, the contractual/ casual employees drawing wages upto Rs.21,000/- per month employed either directly by Port Authority or through contractor are covered under ESI Act, 1948. It is obligatory on the part of the employer to calculate and remit ESI contribution comprising of employers' share of 4.75% plus employees' share of 1.75% which is payable on or before 21st of the following month, to which the salary relates.
- (b) In case of Contractor employs more than 20 employees, they should register their name with ESI as per ESI Act, 1948 and obtain ESI Code. Both Employers share of 4.75% and Employees contribution of 1.75% (recovered from employees), totally 6.5% to be paid as contribution to ESI in their Code on or before 21st of following month to which the salary relates and acknowledgement for the same shall be submitted to the Port while claiming the bill. The bill without the acknowledgment of ESI contribution will not be entertained. In case the contractor has not paid the ESI contribution same will be recovered in the running bill and paid to the ESI Corporation in contractor's code. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.

- (c) In case the contractor employs less than 20 employees, the list of employees' names, their father's name, identification proof, one passport photo shall be submitted to the Port Authority. The contribution of ESI amount, both Employers share of 4.75% and Employees contribution of 1.75% (recovered from Employees salary), totally 6.5% shall be paid by the contractor in the CHENNAI PORT AUTHORITY Code on or before 21st of the following month to which the salary relates or otherwise payment to the contractor will be withheld. If the contractor fails to comply with the above instruction, then the Principal Employer (CHENNAI PORT AUTHORITY) will make payment to the ESI Corporation. Such amount will be deducted from any amount due to the contractor. The delay in payment of contribution payable under the Act may be recovered as an arrear of Land Revenue.
- (d) As per the above Government Notification i) All intending tenderer at the time of tender shall disclose all necessary documents as to whether they are covered under ESI Act or not.
- ii) In case they are covered under ESI Act, they have to furnish the details of registration.
- iii) In case the tenderer does not possess ESI Registration at the time of Participation in the Tender, then they should obtain registration under ESI Regulations before award of the work by CHENNAI PORT AUTHORITY and submit the same within 30 days from the date of issue of work order. Any payment towards the work order will be made only after compliance of the ESI Regulation.
- iv) The tenderer shall submit his first bill together with evidence of having obtained registration under ESI Regulations and only then the bill will be processed for payment. Subsequently, the tenderer should periodically submit to Chennai Port the Annexure 8 prescribed under ESI Regulations along with the proof for having remitted the dues under ESI Regulations in respect of the workers/labours employed for the work awarded by Chennai Port to facilitate making payment for the bills of the contractor.
- v) In case the tenderer are not covered under ESI Act, or exempted, they would furnish necessary documents along with an affidavit in original affirming before a first class Judicial Magistrate in a Non-Judicial Stamp paper worth Rs. 20/- to that effect.
- vi) In case they are not covered under ESI Act, they must additionally indemnify ChPA against all damages & accident occurring to his labour in a Non-judicial Stamp Paper worth Rs.100/-.

55.Other Condition: -

The firms who are having legal dispute with Chennai Port Authority will not be considered for the Tender.

56. BIDDER'S RIGHT TO QUESTION REJECTION.

A tenderer shall have the right to be heard in case he feels that a proper procurement process is not being followed and/ or his tender has been rejected wrongly. The tenderer may send his representation in writing to the Deputy Conservator, 6th Floor, Centenary Building, Rajaji Salai, Chennai Port Authority, Chennai-600 001, email: dc@chennaiport.gov.in The procuring entity would take a decision within 15 {fifteen} days of the

receipt of the representation.

Only a bidder who has participated in the bidding process can make such representation.

- 57.** The services rendered by the contractor shall not be considered as services rendered to vessels and shall not claim any export incentives for tug hire services under SEIS scheme or any other export incentives scheme that may be announced by the Government in future.

**DEPUTY CONSERVATOR
CHENNAI PORT AUTHORITY**

SECTION -2

GENERAL CONDITIONS OF CONTRACT

1 DEFINITIONS AND INTERPRETATIONS: -

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise requires.

- 1.1 **“BOARD”** means Board of Major Port Authority of the Chennai Port, under Major Port Authorities Act of 2021 as amended from time to time.
- 1.2 **'CHAIRMAN' /CHAIRPERSON** means the Chairman of the Board of Major Port Authority of the Chennai Port.
- 1.3 **'DEPUTY CONSERVATOR'** means the Deputy Conservator, the Head of the Marine Department of the Chennai Port Authority.
- 1.4 **'CONTROLLING OFFICER'** means the Deputy Conservator of the Chennai Port Authority or his representative.
- 1.5 **'CHIEF MECHANICAL ENGINEER'** means Head of the Mechanical and Electrical Department of the Chennai Port Authority.
- 1.6 **‘THE CHENNAI PORT AUTHORITY or ChPA’ (Hiring of 1 No. 60 Ton Bollard pull ocean Going Tug utilized as ETV)** means Board of Major Port Authority of the Chennai Port, under Major Port Authorities Act of 2021 as amended from time to time.
- 1.7 **‘THE CONTRACTOR OR SUCCESSFUL TENDERER’** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the Chennai Port Authority and includes the contractor’s servants, agents, workmen, personal representatives, successors and permitted assigns.
- 1.8 **‘CONTRACT’** means the Tender which includes Instruction to Tenderers, General Conditions of Contract, Form of Tender, Charter Party Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, schedules, queries raised by the tenderers, written replies and any addendum/corrigendum thereto, related correspondences with the Tenderers and all correspondences leading to the award of contract

should form part of the contract document. Any addendum thus issued to all the tenderers and answers to the queries raised will form part of the Contract document.

- 1.9 **“CONTRACT PRICE”** means the total sum of money to be paid by ChPA to the contractor 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 here in after contained.
- 1.10 **‘APPROVED/APPROVAL’** means the approval in writing.
- 1.11 **‘CHARTER’** or **‘HIRING’** means Supply, manning, operation and maintenance of the Tug at the Chennai harbour, Outer Anchorage and other areas as required by the Chennai Port Authority.
- 1.12 **‘CHARTER PERIOD’** means currency of contract period of 5 (five) years extendable upto 2 (two) years at the discretion of the Chennai Port Authority commencing from the date of acceptance of the Tug by the Chennai Port Authority on charter from the contractor as per the terms and conditions of contract.
- 1.13 **‘CHARTER RATE’** means hire charge rate per day of 24(twenty-four) hours per Tug quoted by the Tenderer, as per BOQ–Price Bid for Supply, manning, operation and maintenance of 1No 60 Ton Ocean Going Tug as ETV.
- 1.14 **‘CHARTER PARTY AGREEMENT’** means agreement between the successful Tenderer/Tenderer and Chennai Port Authority for charter of 60 Ton Ocean Going BP Tug as ETV.
- 1.15 **‘DOWN TIME’ means** the time during which the chartered 60 Ton BP ocean going Tug as ETV are not available for Port operations due to any reasons beyond allowed maintenance period.
- 1.16 **‘BREAKDOWN TIME’** means time taken when the Tug is not available for port operation due to Technical or any fault of its own.
- 1.17 **‘SHIFT’** means 8 Hours commencing from 0600 Hours to 1400 hours, 1400 hrs. to 2200 hrs. and 2200 hrs. to 0600 hours of the next day. The shift timings can be extended beyond 8 hrs, but not exceed 12 hrs shift as per MLC act.
- 1.17.1 **‘IN WRITING’ or ‘WRITTEN’** means a letter handed over from the Charterer to the Successful Tender or vice versa, aregistered

letter, telex, tele-fax or other modern form of written communication.

1.18 **‘AUDITOR’** means a statutory auditor as defined in the Company’s Act, 1956.

1.19 **“LOCAL CONTENT”** means the amount of value added in India which shall, unless otherwise prescribed by the Nodal Ministry, be the total value of the item procured (excluding net domestic indirect taxes) minus the value of the imported content in the item (including all custom duties) as a proportion of the total value, in percent.

2. SECTION 1 - GENERAL CONDITIONS OF CHARTER

2.1 PERIOD OF CHARTERING:-

The Tenderer shall provide and the CHENNAI PORT AUTHORITY shall use the **Chartering of 1No. 60 Ton Bollard Pull Ocean Going Tug utilized as Emergency Towing Vessel** for a period of 5 (five) years extendable upto 2 years at the discretion of the CHENNAI PORT AUTHORITY, if required with effect from the date of acceptance of the Ocean going tug as ETV by the CHENNAI PORT AUTHORITY on charter from the contractor as per the terms and conditions of contract.

2.2 CHARTER RATE: -

The Tenderer shall quote the Charter Rates per day of 24 hrs per tug in Indian Currency only in the format given as BOQ –Price bid of the Tender Document. The Charter Rate given in other currencies and in any other format by any tenderer shall be termed as Non-Responsive offer and the offer will be rejected. The rate quoted by the tenderer shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

2.3 The day means 24 hrs. of duration commencing from 0600 hrs to 0600 of the following day, which shall have following 3 shifts.

1st Shift means - 0600 Hrs. to 1400 Hrs.

2nd Shift means - 1400 Hrs. to 2200 Hrs.

3rd Shift means - 2200 Hrs. to 0600 Hrs. of the following day. The shift timing can be extended by 8 hours, but not exceed 12 hours shift. Accordingly, the manning the rest hours requirements as per MLC act.

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2.4 CHARTER RATE AMOUNT: -

2.4.1 The charter rate amount submitted by the Tenderer shall be gross rate after taking into consideration of manning for ocean going, insurance, Wages, Taxes (except applicable GST), all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables, provision, annual survey and special surveys and the ropes and tools for the Ocean going Tug utilized as ETV operation, shipping and other operations. The Tenderer as the owner of the Ocean going tug as ETV shall bear all the costs of running the Ocean going Tug for ETV operation and Shipping operation at CHENNAI PORT AUTHORITY. The CHENNAI PORT AUTHORITY will provide HFHSD(High Flash High Speed Diesel) and fresh water free of cost to the Tenderer for the operation of the ocean going tug. The Chennai Port Authority shall also provide berth and electricity free of cost, while the Tug are tied up at the Berth. The Tenderer shall take written permission from the Deputy Conservator and Chief Mechanical Engineer and shall erect necessary electrical accessories, breakers and cables at his own cost for availing shore connection at the allotted place. If the designated area for shore power necessitates intrinsically safe electrical accessories, breakers, and cables, the contractor shall, at his own cost, make arrangements in accordance with the ChPA requirements for the shore power at the designated location.

2.4.2 Any changes in basic price/rate and taxes and duties in the inputs such as lube oil, spare parts, survey charges, paints, consumables, etc., to run the Ocean going tug as ETV shall also be to the account of the Tenderer. **Any new taxes introduced due to change of law will be on Port Account.** The Tenderer, 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 charter rate.

2.4.3 The Contractor shall be provided space for tying up the Ocean going tug as ETV and shall not be required to pay the berth hire charges. However, when the Ocean going tug as ETV are tied up to carryout repairs for a period exceeding the allowed/break down maintenance period, the Contractor is required to pay the berth hire charges to the CHENNAI PORT AUTHORITY as per the Scale of rates.

The Contractor shall also be required to make payment for fuel, water and Electricity consumed by the Ocean going tug as ETV,

whenever the Ocean going tug as ETV are not available for operation beyond the allowed maintenance period of 24 hours in a month.

If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year

If during the contractual period the performance is found not as per the terms and conditions laid herein, the crafts may be surveyed by a third party (IRS or IACS) in the presence of ChPT Representative at the Bidders cost and if proved the penalty clause will be applicable.

2.5 CHARTER COMMITMENT: -

The Tenderer shall commit to provide the services of the ocean going tug as ETV or their substitute ocean going tug as ETV with stipulated Bollard Pull to CHENNAI PORT AUTHORITY for the entire duration of Charter period and agree to maintain these ocean going tug as ETV as per the Tender specifications of the CHENNAI PORT AUTHORITY in a seaworthy condition duly certified by the Indian Register of Shipping with valid Insurance, Valid Class Certificate and manned as per statutory regulations for the entire contract period.

2.6 CHARTER PARTY AGREEMENT: -

The Tenderer in consideration of payments to be made to him shall execute the contract as described in the tender including any amendments or additions or alterations or changes thereto. The Agreement shall be executed within 30 days from the date of issue of Letter of acceptance.

2.7 CARE AND DILIGENCE: -

2.7.1 The Tenderer shall exercise all responsible care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the CHENNAI PORT AUTHORITY for the proper, efficient and effective carrying out of their duties.

2.7.2 The contract shall commence and terminate at CHENNAI PORT AUTHORITY. The ocean going tug as ETV would be accepted by CHENNAI PORT AUTHORITY on satisfactory trials by IRS at CHENNAI PORT AUTHORITY.

2.8 AVAILABILITY: -

2.8.1 The ocean going tug as ETV shall be available for Ocean going ETV operation and Port operations on all days of the year except for the allowed maintenance period of only 24 Hours for each ocean going tug as ETV in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month per tug as allowed maintenance period for one calendar year during the currency of the contract period. **In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder shall be allowed to carry over the 24 hours to subsequent two months. i.e. the unutilized Paid Downtime for the month of January will lapse on 1st of April. From the time of commencement of contract, the contractor shall avail maximum 3 days downtime period with prior permission of Deputy Conservator.**

During the remaining period except those mentioned above, the Tug should be made available for ocean going for ETV operation, shipping operations or other duties as directed by the Deputy Conservator, the Controlling Officer or his authorized representative.

If emergency arises, the PORT AUTHORITIES in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.

In case the offered ocean going tug as ETV is/are not available for operation, that means that the ocean going tug as ETV becomes inoperative/breakdown and includes the down time period, then a IRS/IACS classed sister ocean going tug as ETV with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates) shall be provided as a replacement ocean going tug as ETV from the time and date the offered ocean going tug as ETV is inoperative/breakdown or the nominated ocean going tug as ETV leaves the port for proceeding to carry out major repairs if any to fulfill statutory requirements, and the planned dry-dock or otherwise will be done after obtaining prior consent from Deputy Conservator.

During maintenance period as permitted, the ETV may be substituted by another vessel having similar characteristics with relaxation of upto 5 years (i.e. not more than 18 years). In case of permanent substitution, the contractor has to provide ETV of same technical specification.

However, sister/substitute ocean going tug as ETV deployed by the contractor shall be permitted to operate for a maximum period of

90 days only and arrangement shall be made to deploy the originally offered ocean going tug as ETV within the 90 days failing which, the sister / substitute ocean going tug as ETV for the same / better specifications (**the technical specification has to be complied with by substitute tug**) deployed by the contractor shall be permitted to operate beyond 90 days provided bollard pull test is carried out in presence of IRS/IACS as third parties. Fuel consumption of the replacement tug shall be complied as per clause 28.3 of the ITB. The Contractor at its own cost shall arrange for IRS/IACS as third party for inspection / survey of the ocean going tug as ETV and obtain a certificate that the ocean going tug as ETV is complying with the technical specification of the tender. **If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.**

2.8.2 The Contractor shall ensure that the Masters of ocean going tug as ETV report the readiness and availability of the ocean going tug as ETV to the signal station within 15 minutes at the beginning of every shift.

2.8.3. Dry Docking and other routine maintenance activity are planned in advance.

Any Planned dry dock for the Tug can be done only with prior permission of Deputy Conservator and also Substitute Tug with Similar /better Specification may be deployed for the entire period of Dry Docking for which charter hire rate will be paid as per Tender Clause 2.8, Sub-clauses under the heading 'Age'.

2.8.4 Age

The Substitute tug should be similar/better specification to be deployed as per clause 2.8, no penalty will be levied.

The ETV may be substituted by another vessel having similar characteristics with relaxation of upto 5 years (i.e. not more than 18 years). If replacement/similar or better specification crafts are substituted for dry dock period only and has been accepted by Chennai Port with deficiencies the penalty mentioned will be applicable Upto 90 days – Penalty of 15% daily charter hire

2.8.5. Whenever ocean going tug as ETV proceed for Ocean Going tug as ETV, then the Fuel consumption and Fresh water consumption details departing from Chennai Port till arriving inside Chennai Port has to be recorded and submitted as date-wise fuel & water consumption to the Controlling Officer.

2.9 ALLOWED MAINTENANCE PERIOD: -

2.9.1 The Tenderer shall be eligible for **24 hours** allowed maintenance period for each tug **in a month** i.e. 12 days in a year during the currency of contract. In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder shall be allowed to carry over the 24 hours to subsequent two months. i.e. the unutilized Paid Downtime for the month of January will lapse on 1st of April. From the time of commencement of contract, the contractor shall avail maximum 3 days downtime period with prior permission of Deputy Conservator.

2.9.2 Any planned dry dock and/or otherwise for the crafts can be done only with prior permission of Deputy Conservator and also sister/ similar crafts will have to be deployed for the entire period, the offered ocean going tug as ETV are out of service for dry-dock and/or otherwise.

Dry docking and other routine maintenance activity are planned in advance. **Hence, No planned maintenance/dry-dock shall be carried out during foul weather (15th October to 15th January every year).**

During maintenance period as permitted, the ETV may be substituted by another vessel having similar characteristics with relaxation of upto 5 years (i.e. not more than 18 years). If replacement/similar or better specification crafts are substituted for dry dock period only and has been accepted by Chennai Port with deficiencies the penalty mentioned will be applicable as per 2.8.4. However, In case of permanent substitution, the contractor has to provide ETV of same technical specification as per clause 2.8

2.9.3 If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.

2.10 BREAKDOWN MAINTENANCE: -

2.10.1 The breakdown time of the ocean going tug as ETV shall commence, when the ocean going tug as ETV fails to report for the operations, at the beginning of each shift or whenever the Signal Station or Officers-in-charge of operation makes requisition for the ocean going tug as ETV and the ocean going tug as ETV are not made available due to breakdown or for any other reasons. After the completion of the Breakdown maintenance, the Master/Engineer of the craft has to inform the readiness of the ocean going tug as ETV to the Officer-in-charge/Signal Station. Thereafter, the breakdown period shall come to an end.

2.10.2 The ocean going tug as ETV shall during the charter period be for all purposes at the disposal of ChPT and under their control in every respect. The contractor shall maintain the ocean going tug as ETV, machinery, appurtenances and spare parts in good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the ocean going tug as ETV with unexpired classification of the Class/MMD and with other required certificates in force at all times.

2.10.3 The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 24 hours. In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder shall be allowed to carry over the 24 hours to subsequent two months. i.e. the unutilized Paid Downtime for the month of January will lapse on 1st of April. From the time of commencement of contract, the contractor shall avail maximum 3 days downtime period with prior permission of Deputy Conservator. In case of non-availability of the offered ocean going tug ETV due to Breakdown/repairs or requirements for Periodical Overhauling or Dry Dock of the ocean going tug as ETV and no replacement/substitute ocean going tug as ETV is/are not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.

2.10.4 The designated Officer to look after the ocean going for ETV operation and Port Operation of the Chartered ocean going tug as ETV nominated by the Deputy Conservator shall maintain the records relating to Breakdown, ocean going tug as ETV Operation, Speed, Fuel oil issued and consumed, running hours, Maintenance Period and other statutory information. The designated officer shall scrutinize the logbook and shall certify the details of the operation including Breakdown and Maintenance of the ocean going tug as ETV, Fuel oil consumption and send monthly report to the Deputy Conservator.

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by Chennai Port officials, the cost of the same shall be recovered from the contractor as per IOC's cost of HSD plus overhead charge of 20% on Diesel cost. In case of serious cases, severe action shall be taken against those indulging in such activities.

2.10.5 With regard to reimbursement of damage/loss to ETV or its equipment during ETV operation, ETV operator has right to recover cost of such damage/loss from the Owner/operator of the stricken vessel being assisted. Any damage/loss that occurs during ETV operation will be cost on vessel being assisted. Contractor can move against the assisted vessel directly to recover cost. The Port and Directorate will provide all assistance possible to help ETV operator recover cost of such damage/loss from the assisted vessel.

2.11 CLASS MAINTENANCE: -

The Tenderer shall confirm to maintain the ocean going tug as ETV in its original class, during the entire contract period. The Tenderer also shall confirm to maintain the ocean going tug as ETV in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with MS Act 1958 and other relevant rules as framed by CHENNAI PORT AUTHORITY, agree to operate the ocean going tug as ETV and to provide the Class certificate (IRS) at the Tenderer's cost.

2.12 MANNING:-

The ocean going tug as ETV shall be registered as per the statutory requirements of D.G.(Shipping) for such operations and manned as per the requirements of MS Act and also adequately manned for continuous operation (24x7).

2.12.1 The successful Tenderer is required to operate the ocean going tug as ETV in accordance with the class requirements and the Merchant Shipping Act. The ocean going tug as ETV are required to be manned under (Merchant Shipping Act) Safe Manning guide lines issued by DG (Shipping) vide latest Safe Manning circular of DG Shipping, while on contract with CHENNAI PORT AUTHORITY. Only Indian Nationals will be allowed to work in the ocean going tug as ETV. The Tenderer shall refer to the Merchant Shipping Act for more information, if required.

2.12.2 The Deputy Conservator or his authorized representatives shall inspect the ocean going tug as ETV and any discrepancies found shall be promptly rectified by the Co-ordinator/contractor.

2.12.3 If the ocean going tug as ETV are not operated as per the Manning requirements of M.S. Act, the penalty shall be levied at the rate equal to 1% per day charter value for each person not posted / missing for the first two days, beyond two days penalty shall be levied at the rate equal to 5% per day Charter value for each person not posted/missing.

2.12.4 The Contractor is required to obtain Security clearance from Police / CISF or from other appropriate authorities for all the crew proposed to be engaged for operating the ocean going tug as ETV and such security clearance shall be submitted to the Controlling officer before engagement of all or any of the crew members.

2.13 EXECUTION:

The Contractor shall in consideration of payments to be made to him as hereinafter provided, execute and perform the work set forth as described in the tender, including any amendments or additions or alterations or changes thereto.

2.14 FUEL CONSUMPTION:

For Harbour Operation	Chennai Port will provide fuel free of cost for the offered tug. Hence the Chennai port will provide (i) Fuel for the main Engine per hour per Engine is 100 Liters per Hour per Engine (ii) Fuel for DG set per hour per engine is 13 litres per hour per Engine. (Based on the average fuel consumption of the Aux engine of the existing 60 Ton BP Tug.). During the tenure of the contract, if the tug fuel consumption exceeds the Chennai port declared fuel per hour per engine, 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
For Ocean Going utilized for ETV operation	Whenever the ETV is proceeding to ocean going for distress operation as per the direction of DG Shipping.

	If the fuel consumption of the ocean going tug as ETV or the replacement ocean going tug as ETV is found above the consumption (originally offered ocean going tug as ETV) per hour at 100% MCR of Main Engines or at 100% MCR of DG sets, the cost towards the excess consumption of fuel will be recovered from the charges payable and cost of fuel will be considered on the basis of the prevailing market rate of IOC plus overhead charge of 20% on Diesel cost. The Fuel consumption detail departing from Chennai Port till arriving inside Chennai Port has to be recorded and submitted as date-wise fuel consumption to the controlling officer.
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2.15 **NOTIFICATION OF AWARD:**

- a) Prior to the expiration of the period of tender validity prescribed in the tender, Ch.P.A., will notify the successful Tenderer(s) through letter/s by post/fax confirming that their offer has been accepted and award of contract. This letter is to be called Letter of Intent (LOI). This Letter of Intent shall indicate the sum, which Ch.P.A. will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b) Letter of Intent will be issued in the name of the company which has purchased / submitted the tender, and will constitute the conditions of contract.
- c) The time to count for delivery of the ocean going tug as ETV and commencement of contract shall be from the date of issue of the

Letter of Intent.

- d) Upon the receipt of Letter of Intent of the contract, the successful Tenderer shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Tender Document (Schedule - I), 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 Ch.P.A. duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of acceptance. One set of the agreement will be returned to the Contractor after the signature of appropriate Authority. Contractor shall make 3 bound copies of the agreement at his own cost and submit to Ch.P.A.
- e) The successful tenderer shall submit BG towards Performance Guarantee prior to signing of agreement.
- f) Any delay caused due to any correspondence / clarification / request etc. received from the Tenderer after the date of issue of the Letter of Intent will be to the account of the successful Tenderer and no extension of time will be granted.

2.16 GUIDELINES TO TENDERER: -

- 2.16.1 The ocean going tug as ETV shall be deployed for Ocean going for ETV and shipping work in the Chennai Port or to any places at sea for the purpose of search and rescue of passengers / crew of vessels in distress in the vicinity. The ocean going tug as ETV shall also be made available for assisting towage of disabled vessels at the discretion of the Controlling Officer viz., the Deputy Conservator or the authorized representative of CHENNAI PORT AUTHORITY.
- 2.16.2 The Contractor shall operate the ocean going tug as ETV, as per the instructions of the Controlling Officer viz., The Deputy Conservator or his authorized representative of CHENNAI PORT AUTHORITY. The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution as per the natural capabilities and for any act directed by the Deputy Conservator (or) his authorized representative of CHENNAI PORT AUTHORITY.
- 2.16.3 The Contractor shall not have any direct dealing regarding scheduling of the ocean going tug as ETV with any of the Steamer Agents / Ship Owners / Masters/ or their authorized representatives etc.
- 2.16.4 The Controlling Officer of the ocean going tug as ETV shall be the

Deputy Conservator of CHENNAI PORT AUTHORITY and the crew of the ocean going tug as ETV shall comply with all instructions from the Deputy Conservator of the CHENNAI PORT AUTHORITY and/or his representative.

2.16.5 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 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 ocean going tug as ETV. The contractor shall arrange for suitable replacement within 24 hours failing which severe action will be taken including termination of the contract by the CHENNAI PORT AUTHORITY.

2.16.6 If the offence is serious Chennai Port shall inform to the concerned enforcing authorities.

2.17 PAYMENT TERMS: -

2.17.1 The CHENNAI PORT AUTHORITY shall make monthly payment for the ocean going tug as ETV at the Charter rate per tug per day quoted in the BOQ – Price Bid in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Charter Rate for Tug per Month = (Charter Rate per day X No. of days in the month) minus the recoveries like Statutory Recoveries, penalties, any dues to the port etc., payable by the Contractor under this agreement

2.17.2 In case the recoveries like penalties, or any dues to the Chennai Port 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 amount or any outstanding amount payable to the Contractor including EMD/SD and Bank guarantee.

2.17.3 The Contractor shall submit monthly Claim bill for ocean going tug as ETV in the Chennai Port format in duplicate to the Office of the Deputy Conservator. After scrutiny of the bill, the payment shall be made by ECS within 15 days from the date of submission of the bill subject to the Contractor submitting all the relevant documents for the purpose of scrutiny and certifying the bill. Though, all the efforts will be made to make the payment within the stipulated time, the Contractor is not entitled for any type of compensation if there is any delay in making payment to the Contractor.

2.18 GENERAL: -

The charter rate amount quoted shall be inclusive of all taxes (except applicable GST], duties, education Cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with hiring of Tug to Chennai Port.

2.18.1 GST and INCOME TAX:

- (i) The Tenderer should possess GST Certificate issued by GST Department and the status of the GST registration should be in Active Status.
- (ii) In such cases where GSTIN status is inactive / cancelled / dormant, the tender should get certified by their Chartered Accountant / Cost Accountant with UDIN that the GSTIN is active and proof of latest GSTR-3B is to submit along with the Tender documents.
- (iii) Tenderers will examine the various provisions of the Central Goods & Services Tax Act-2017 (CGST)/ Integrated Goods & Services Tax(IGST)/ Union Territory Goods & Services Tax (UGST) respective State's State Goods & Services Tax Act (SGST) also, as notified by Central/State Government and as amended from time to time and applicable taxes before bidding.
- (iv) The rate quoted by the Contractor / Supplier shall be inclusive of all Taxes and Duties other than GST. Applicable GST will be paid by ChPA based on the Tax Invoice.
- (v) The firm shall furnish the Tax invoices as per GST Act / Rules in the name of the Chennai Port Authority as per the GST Invoicing rules / provisions by mentioning the GSTIN of ChPA and indicating amounts of GST separately. The GSTIN of ChPA is **33AAALC0025B1Z9**.
- (vi) The contractor Firm shall remit the GST amount indicated in the invoice to the Government within the due dates and file the return by mentioning the GSTIN of ChPA to enable ChPA to avail eligible Input Tax Credit (ITC).
- (vii) The contractor / firm shall indemnify Chennai Port Authority from any loss of eligible ITC of GST paid by it to the Contractors / Suppliers based on their tax invoices, due to non-payment of GST or non-filing of GST returns by the contractor / firm or non-compliance of GST Act / provisions. The contractor / firm shall remit such GST amount with applicable interest and penalties to the ChPA within 7 days from the date of intimation by the ChPA about non-availing of eligible ITC. ChPA also reserves its right to retain such GST amount with interest and penalties from the subsequent bills, Security Deposit, or any amount due to the contractor by ChPA.
- (viii) Applicable statutory recoveries including TDS & TCS under Income Tax, 1961 and GST-TDS under GST provisions etc., will be deducted /

recovered while accounting for or making payment to the Contractor / Supplier as per the applicable law and as amended from time to time.

- (ix) Bill amount along with GST shall be released for payment, only if the GST amount is reflected in the GST portal or if the tenderer / supplier submits Tax Invoice and copy of the GSTR-1 filed showing the invoice details.
- (x) If the Tenderer / supplier submits Tax Invoice and undertaking along with Tax Invoice duly indemnifying Chennai Port Authority from any loss of eligible Input Tax Credit of GST due to non-payment of GST or non-filing of GST Returns or non-compliance of GST Act / Provisions. Bill amount along with GST shall be paid.
 - a) If such Tenderer / Supplier does not comply with GST Act, i.e. filing of Returns / Remittance of GST within stipulated date, the Port shall not release the subsequent Running Account bills.
 - b) In First & Final Bill passed cases, the Port will adjust the defaulted GST from security deposit / any amount payable to them.
- (xi) In case of exemption / Short Recovery of TDS/TCS u/s 197 of Income Tax Act, 1961, necessary non-deduction / Short Deduction certificate under ChPA PAN **AAALC0025B** shall be produced by the tenderer from Income Tax Department before release of payment for the respective Financial Year.
- (xii) For the purpose of any Evaluation, GST / Service tax / VAT components of the work orders should not be considered.
- (xiii) The tenderers should submit their Income Tax returns along with Trading and / or Profit and Loss Account and Balance Sheet certified by Chartered Accountant bearing the membership no of the Chartered Accountant where the Tax Audit is applicable.
- (xiv) In such cases where the Tax Audit is not applicable to the Tenderers, the tenderer may submit self-certified Trading and / or Profit and Loss Account and Balance Sheet along with the Income Tax Return copies filed with the Income Tax department (ITR-3/ITR-4/ITR-5) and turnover certificate for the last 3 Financial Years duly certified by Chartered Accountant with UDIN and Membership No.

2.19 TDS:

As per the Finance bill for the financial year 2021-2022, a new TDS section 194Q and TCS Section 206C (1H) are introduced in Income Tax Act, which are effective from 1st July, 2021.

This sections shall be applicable on the payments / credits proposed to be made to the vendor on or after 1st July 2021.

This provisions are detailed as below:

Section 194Q:

The TDS under Section 194Q is applicable if the following are satisfied as below:

1. The Purchase of Goods by a Buyer (ChPA) of the value or aggregate of such value of Goods exceeding fifty Lakhs Rupees in any previous year.
2. "Buyer" U / s 194Q means whose total sales, gross receipts or turnover from the business carried on by him exceed ten crore rupees during the financial year immediately preceding the financial year.
3. If the above are satisfied, TDS U / s 194Q is to be deducted @ 0.1% of the sale consideration of the Goods at the time of Credit or payment to the seller.

If PAN of Seller is not provided to Buyer, TDS @5% is to be deducted.

Tax Collected at Source U/ s Section 206C (1H):

The TCS under Section 206C (1H) is applicable if the following are satisfied as below:

1. Any Person being a seller who receives any amount as consideration for sale of any goods of the value or aggregate of such value exceeding fifty Lakhs rupees in any previous year, other than the goods being exported out of India or goods.
2. The Seller's Turnover is more than 10 Crores.
3. The Goods are not exported and Buyer is not a Central Government or a State Government or a Local Authority.
4. Then TCS U/s 206C (1H) is applicable @ 0.1% on the sale Consideration.
5. If PAN / Aadhar Number of Buyer is not provided to Buyer, TCS @ 5% is to be collected from the seller.
6. This Section is not applicable in case of sale of Scrap and TCS will be collected as per Section 206C (1) i.e. @ 1%.

2.19.1 CUSTOMS DUTY :-

The Contractor shall pay the Customs Duty and other taxes/levies that may be applicable whenever the Contractor is importing machinery/parts for the ocean going tug as ETV during the currency of the contract. The ocean going tug as ETV may also be subjected to Custom's Inspection, if found necessary. The Custom duty and other taxes under this clause shall not be reimbursed by the Port. It shall be borne by the Contractor.

2.20 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

The CHENNAI PORT AUTHORITY shall deduct the Tax & Levies including Income Tax at source as per the Law applicable to the Contractor.

2.21 INCOME TAX

The deduction of tax at source if any, shall be made by the Port Authority and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor.

2.21.1 LIEN :-

The CHENNAI PORT AUTHORITY 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 the CHENNAI PORT AUTHORITY to the Contractor either alone or jointly with another or other and either under this contract or under any other Contract transaction of any nature whatsoever between the CHENNAI PORT AUTHORITY and the Contractor.

2.22 CHANGE IN CONSTITUTION: -

Any change in constitution of either party at any time after this tender shall not affect the contract. Accordingly, both 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 course of the charter / contract.

2.23 PENALTY

If the Tug is inoperative and unavailable due to technical or any fault of its own it would be accounted as breakdown time. In case a replacement/substitute Tug not provided as per clause 2.8 of GCC, in addition to non-payment of charter hire charges on pro-rata basis, penalty will be levied from the time and the date of such in operation/unavailability.

Note: The Contractor has to ensure due diligence and prompt action to rectify the breakdown.

Up to 7days and part there of – 40% of hire charges per day

8 to 14 days and part there of – 50% of hire charges per day

Beyond 14 days and part there of – 100% of hire charges per day

Beyond 30 days' contract is liable to be terminated at the discretion of ChPA.

If the Crafts are not operational even after fourteen days: -

The contractor has to provide a substitute crafts/sister/ similar crafts with similar specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates and IRS/IACS Class certification) shall be provided as a replacement by the contractor. The contractor should diligently take efforts to deploy the substitute crafts at the earliest.

Fuel consumption of the substitute/replacement tug shall comply clause -28.3 of ITB/2.15 of the GCC.

The sister/substitute tug deployed by the contractor shall be permitted to operate for a maximum period of 90 days only and arrangement shall be made to deploy the originally offered tug within the 90 days failing which, the sister / substitute tug for the same specifications deployed by the contractor shall be permitted to operate beyond 90 days provided bollard pull test is carried out in presence of IRS/IACS as third parties.

If the offered Tug is rendered beyond repair which is based on certification by IRS/IACS, the substitute Tug with similar or better specifications only may be permitted to continue for remaining currency period of contract. Contractor at its own cost shall arrange for IRS/IACS as third party for inspection / survey of the Tug and obtain a certificate that the Tug is complying with the technical specification of the tender.

If the Contractor fails to provide the substitute crafts after 30 days:-

If contractor expresses his inability to provide the offered crafts or substitute crafts by 30th day then the contract is liable to be terminated at the discretion of ChPA.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The Bank Guarantee towards Performance Guarantee shall be encashed.

2.24. FINANCIAL BACKGROUND

The work covered under this contract is a time bound work and the work will have to be completed within the stipulated period. The contractor shall be financially sound so as to ensure sufficient cash flow for the monthly work.

2.25 Mode of measurement and payment

Payment shall be made on the recorded measurements and the contractor will have to prepare and submit by himself the bills in the prescribed form once in a month.

2.26 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.

2.27 ASSIGNMENT AND SUB-LETTING :-

The Contractor shall not sub-let the contract or any part thereof without the written permission of the CHENNAI PORT AUTHORITY nor assign the right and interest in these presents nor assume a

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fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the CHENNAI PORT AUTHORITY 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.

2.28 COMPLIANCE WITH STATUTORY REQUIREMENTS or EQUIVALENT AS PER INDIAN LAW AS APPLICABLE.

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or Central Government or local authority including Indian Workmen's Compensation Act, Contract labour (Regulation and Abolition) Act 1970 and Equal Remuneration Act 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, Indian Ports Act, Major Port Authoritys Act, Harbour Craft Rules and Rules and Regulations of CHENNAI PORT AUTHORITY and other maritime legislations/rules/regulations etc. in so far as they are applicable to this contract. The Contractor shall indemnify and keep the CHENNAI PORT AUTHORITY indemnified in case any proceedings are taken or commenced by any authority against the CHENNAI PORT AUTHORITY for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a result of Contractor's failure, negligence, omission, default or non- observance of any provisions of any laws, the CHENNAI PORT AUTHORITY is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the CHENNAI PORT AUTHORITY 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 CHENNAI PORT AUTHORITY is required or called upon to pay or reimburse on behalf of the Contractor.

2.29 BOLLARD PULL

2.29.1. The steady / sustained Bollard Pull of the ocean going tug as ETV should be 60 Tons at 100% MCR at the time of delivery and during the course of the contract. This Bollard pull will have to be maintained during the currency of the contract.

2.29.2 BOLLARD PULL TEST

A bollard pull test has to be carried out in presence of classification society surveyor including assessing the condition, capability and performance of the tug, before putting the tug on charter. The cost involved in carrying out the said work shall be borne by the contractor and report of classification society surveyor to be submitted to the Port.

Bollard Pull Test has to be carried out in presence of classification society and Port representative. All arrangement (travel to and from Chennai, accommodation, etc) for the Port Representative has to be arranged and all cost shall be borne by the contractor.

Apart from the above, the contractor has to carry out Bollard Pull test of the tug in presence of classification society surveyor at the time of each dry-docking and report of classification society surveyor to be submitted to the port. The contractor should carryout and submit **Bollard Pull test 3 times during the contract period of five years** extendable by two years at an interval not exceeding 2 years between two Bollard Pull tests which may be coinciding with dry docking at their own cost. In case of doubt ChPA also reserve the right to carry out Bollard Pull test of the tug at its discretion at any time during the currency of the contract. In case bollard pull falls below the required Bollard Pull of 60 Tons as the case may be at 100% MCR, ChPA reserves the right to impose the penalty, per day on pro rata basis, equivalent to 1% of the per day charter rate for each ton or part ton loss of Bollard pull. Contractor has to rectify the defect to restore to the 60 Ton. However, if, Bollard pull falls 2T below the required Bollard Pull, ChPA reserves the absolute right to terminate the contract forthwith. All bollard pull tests during tenure of contract carried out by the contractor at his cost. However, the time and fuel consumed for the test will be to the ChPA's account. Bollard Pull Test must be carried out using the Towline onboard.

The Contractor shall make suitable modifications / repairs / replacements found required by IRS/ any member of IACS or Deputy Conservator during trials.

2.30 ChPA will not be responsible for any damage suffered by the Tug due to failure of the Tug or errors of the Master and crew or any reason whatsoever.

In case of damages during shipping operations, the cost of the repairs / renewal / replacement to the port property / Tug or to any other vessel shall be borne by the Contractor.

2.31 CERTIFICATES:-

The Contractor shall comply with all acts, regulations and bye laws related to operation of a ocean going tug as ETV in territorial waters & International waters and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the ocean going tug as ETV for ocean going for ETV operation, before the tug is put into service.

2.32 DELIVERY PERIOD:

The ocean going tug as ETV shall be delivered at Ch.P.A. for operation latest by 1200 hrs. on **30th** day from date of issue of LOI in seaworthy and efficient condition after completion trials and tests by third party, IRS and shall be in possession of all necessary valid certificates before delivery at CH.P.A.

2.33 LIQUIDATED DAMAGES:

If the Contractor fails to deliver the ocean going tug as ETV in all respects by 1200 hrs. on **30th** day from date of issue of LOI in seaworthy and efficient condition after completion of trials and tests by third party (IRS), liquidated damages shall be levied for each day of delay at the rate equal to Charter rate per day of 24 hours quoted by the contractor subject to maximum of 10% of the contract value for the ocean going tug as ETV. In case of failure to commence the operation by 60th day from date of issue of Letter of Intent(LOI), the Contract is liable to be cancelled and Performance Guarantee encashed by CHENNAI PORT AUTHORITY.

2.34 MAINTENANCE AND OPERATION OF THE OCEAN GOING TUG AS ETV:

- (a) 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.
- (b) The ocean going tug as ETV shall during the charter period be for all-purpose at the disposal of Ch.P.A. and under their control in every respect. The Contractor shall maintain the ocean going tug as ETV, 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 keep the ocean going tug as ETV with unexpired classification of the class/MMD and with other required certificates in force at all times.

- (c) Ch.P.A. shall have the use of all outfit, equipment, and appliances on board the ocean going tug as ETV at the time of delivery. The Contractor shall from time to time during the charter period replace such items of equipment as shall be so damaged or worn as to be unfit for use. Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the ocean going tug as ETV. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.
- (d) The ocean going tug as ETV should have a set of competent and qualified Master and Crew, as required by statutory regulation.
- (e) The Master to execute Ch.P.A.'s instructions with the utmost despatch and to render customary assistance with the tug's crew. The Master to be under the order of Ch.P.A. except as regards employment, agency or other arrangements. The Contractor shall indemnify Ch.P.A. against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the tug papers.
- (f) If Ch.P.A. has reason to be dissatisfied with the conduct or efficiency of the Master, officer or crew, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment. However, Ch.P.A. shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.
- (g) Ch.P.A. or its representative will give the Master all instructions in English and the Master and Engineer/Driver to keep full and correct logs in English, accessible to Ch.P.A.
- (h) The Contractor shall operate the ocean going tug as ETV to its maximum capacity and maintain the ocean going tug as ETV in good working condition utilizing the Allowed/Breakdown maintenance periods. In case the performances of the Chartered ocean going tug as ETV is not satisfactory and non-availability is more than eligible Allowed/Breakdown maintenance periods and continuously poor (not necessarily consecutive months), **CHENNAI PORT AUTHORITY shall be entitled to impose Penalty as per the Penalty Clause 2.23.**

If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.

2.35. Except as otherwise stated in this tender or as may be agreed from time to time, all operational costs including as applicable wages (Minimum Wages Act or any other Act), allowances, victualing, insurance, mobilization and demobilisation will be borne by the Contractor.

Repairs, survey and other requirements to keep the Ocean Going Tug as ETV operational will be to Contractor's account and during any absence of the Ocean Going Tug as ETV from duty or inability of the Ocean Going Tug as ETV to perform for these or any other reasons, will result in non payment of hire charges, for the period the Ocean Going Tug as ETV was not made available as per clause 2.23.

2.36 Ch.P.A. to provide only fuel, water, shore power supply, and anti-Pollutants including AFFF foam and oil spill dispersant if used whilst the Ocean Going Tug as ETV are on hire . Apart from the above, no other services including lubricants or fluids shall be provided by the Ch.P.A. The contractor shall provide sufficient quantity of AFFF foam i.e 80% of the foam tank capacity, at his cost in foam tank for firefighting purposes at all times. In case the foam is consumed in firefighting exercise or any other purpose as directed by Ch.P.A., the cost of the same shall be reimbursed to the contractor only after he replenishes the used quantity of foam. If Oil Spill Dispersant is consumed in Pollution activities or any other purpose as directed by ChPA, the same shall be replenished by ChPA.

2.37 INDEMNITY: -

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 to the property of CHENNAI PORT AUTHORITY during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

2.38 DISPUTE BETWEEN THE CONTRACTOR AND CHENNAI PORT AUTHORITY: -

2.38.1 Wherever the Board/Deputy Conservator is given discretion to do any act under the contract, the exercise of the discretion by the Board/Deputy Conservator shall be final, conclusive and binding on all parties and the manner of exercise of such discretion shall not be called in question and the matter cannot be referred to arbitration.

2.38.2 The decision of the Deputy Conservator, the Controlling Officer shall be final, conclusive and binding on all parties to the contract

and shall not be subjected to Arbitration upon all questions relating to the meaning of the specifications, instructions and or any matter arising out of or relating to the specifications and instructions concerning the works or the execution of or failure to execute the same arising during the course of works and in no case shall the work be stopped consequent to such dispute arising and the work shall also be carried out by the Contractor strictly in accordance with instructions of the Deputy Conservator, the Controlling Officer.

2.38.3 In case of any discrepancies or disputes between CHENNAI PORT AUTHORITY and the Contractor regarding the condition of the Ocean Going Tug as ETV, its machinery, speed or capability before the commencement of the contract or during the currency of the contract, CHENNAI PORT AUTHORITY reserves the right to engage IRS for carrying out necessary inspections/trials and the decision of IRS shall be final and binding on both parties. All expenditure towards the Inspection/trial including the fees payable to IRS will be borne by the Contractor.

2.38.4. With regard to the arbitration clause, the arbitration and conciliation act provides for a Sole Arbitrator and two arbitrators to be nominated by each of the parties and the presiding arbitrator will be nominated by the said two arbitrators.

The said Arbitration clause with regard to the decision whether the nomination is to be Sole Arbitrator is to be agreed upon by the parties solely and as such it is for the parties to arrive at a consensus on the same. The arbitration shall be conducted in accordance with the provisions of the Indian Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modification or re- enactment hereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings. The venue of the arbitration shall be at Chennai. Fees, if any, payable to the Arbitrator shall be paid equally by both the parties. The Arbitrator shall be final and binding on both the parties.

- i. In case of any disputes, Conciliation may be open through conciliation committee/council as a mechanism for resolution of Disputes before proceeding to Arbitration.
- ii) The seat of Arbitration shall be Chennai and the Venue /place of Arbitration shall also be Chennai.
- iii) The Language of the entire Arbitral proceedings shall be in English.
- iv) The Arbitral Tribunal shall pass a reasoned and speaking award.
- v) The parties hereto agree that they are NOT entitled to costs before the Arbitral Tribunal. Further the parties agree that all cost/expenses shall be shared equally between them.

vi) The Arbitral Tribunal shall not grant post-award interest more than RBI Repo Rate plus 2% (Two per cent). Further, Parties hereto agreed that they are not entitled to post-award interest for a period of 3 months commencing from the date of receipt of First Award or Additional/Supplementary award whichever is earlier.

vii) The Parties agree that they are not entitled to Pre-Award Interest and Pendant Lite Interest. The Arbitral Tribunal is barred from granting any other interest other than Post-Award Interest.

viii) In the event of any dispute/disagreement between ChPA and the Successful Tenderer/Contractor, the dispute shall be resolved under the jurisdiction of appropriate Courts in CHENNAI Only.

2.39. TERMINATION OF CONTRACT:-

The Contract may be terminated under the following cases:

(i) Ch.P.A. reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.

(ii) Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender even after issuing three notices during the Contract period.

(iii) The Contractor fails to provide the Ocean Going Tug as ETV as per the agreed upon the specifications.

(iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Ocean Going Tug as ETV even after issuing three notices during the Contract period.

(v) When the bollard pull of the Ocean Going Tug as ETV falls below norms set in Bollard Pull test Clause

(vi) **Subject to clause 2.16.5**, In case of indiscipline of the crew of the Ocean Going Tug as ETV or refusal to carry out the orders of the Deputy Conservator or his authorized representative.

(vii) The Contractor fails to provide tug within 60 days of Award of Contract.

(viii) The Contractor fails to provide adequate trained and disciplined Crew even after issuing three notices during the Contract period.

In case, the Contract is terminated for any of the above reasons, the Contractor shall forfeit the B.G. Performance Guarantee.

2.39.1 The Port reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving three-month advance notice due to non-satisfactory performance/deviation from tender condition in execution of contract.

2.40 EXIT :-

In case the Contractor desires to discontinue the Chartering with the CHENNAI PORT AUTHORITY, the Contractor shall give a minimum of **SIX** months notice to the CHENNAI PORT AUTHORITY. During the notice period, the Ocean Going Tug as ETV will not be allowed to leave the Port boundary and has to carry out the Port's operations. During this six months notice period, the Contractor shall ensure that the Ocean Going Tug as ETV is /are in working condition in all respects with the crew to operate the Ocean Going Tug as ETV at the specified of and/or as required by the Authority. If the Ocean Going Tug as ETV is not in a condition to carry out operations as required by the Authority, the Penalty Clause as applicable in the Contract shall be enforced. In case the Contractor withdraws the Ocean Going Tug as ETV from the Chartering without giving six months prior notice for the intended withdrawal, the Contractor has to pay 90 days chartered rate to the Authority as compensation. In case the Contractor pays the compensation of three months charter value, then the performance security in the form of Bank guarantee will be released within 30 days from the date of payment of compensation by the Contractor after deduction of any dues payable by the Contractor to the Authority. If the Contractor fails to pay the compensation, the Authority will encash the Bank guarantee and adjust the compensation amount from the Bank Guarantee or any other amount due to the contractor from the Authority.

2.41 FORE CLOSURE: -

2.41.1 The Chennai Port Authority has the right to Foreclose the contract for National Security, National Emergency and in general public interest or for any other reasons, the Chennai Port Authority feels deemed fit. The Chennai Port Authority will issue a written notice of not less than three month 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.

2.41.2 The Port reserves the right to cancel the contract without assigning any reason thereof and without any liability by giving three-month advance notice due to non-satisfactory performance / deviation from tender condition in execution of contract.

2.42 FORCE MAJEURE: -

If the progress of work is held up owing to circumstances which, in the opinion of the Deputy Conservator are beyond the control of either parties such as war, hostility, acts of public enemy, civil commotion, sabotage, serious loss or damage by fire, explosions, epidemics, strikes, lockouts or acts of God come under the legal concept of Force Majeure (FM). Delays in performance of contractual obligations under influence of FM conditions are condonable by the other party without any right to termination or damages, provided, notice of the happening of any such event is given by the affected party to the other within 30 (thirty) days from the date of occurrence. Works under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist. However, if such event continues for a period exceeding 120 days either party may at its option terminate the contract by giving notice to the other party.

2.43 SERVICES & OPERATION OF THE OCEAN GOING TUG AS ETV:-

The Ocean Going Tug as ETV are to be used for various services required by CHENNAI PORT AUTHORITY including ocean going Tug utilized as ETV, shipping operation, patrolling the outer anchorage, chasing erring crafts, ships, barges, fishing vessels and other services as directed by the Controlling Officer, the Deputy Conservator throughout the contract period.

2.43.1 All other operations required in connection with docking/undocking operations of vessels at Port and related to Harbour conservancy and/or movement of vessels within the port and such other operations as are conventionally performed by Port Pilot or Mooring Launches as directed by Deputy Conservator or his authorized representative.

2.43.2 Other operations such as deployment for ocean going as ETV operation, shipping operations or nearby places at sea for the purpose of search and rescue of passengers/crew of vessels in distress in the vicinity, assisting towage operations, towage of disabled vessels as directed by the Deputy Conservator, the Controlling Officer or his representative.

2.44 SUPPLY OF FUEL & WATER BY CHENNAI PORT AUTHORITY: -

- 2.44.1 The CHENNAI PORT AUTHORITY will provide during the currency of contract period necessary fuel (HFLS High Speed Diesel) for operating the Ocean Going Tug as ETV and also Fresh Water for the Tug' usage at free of cost to the Contractor. The Controlling Officer or his representative will take the requisition from the Contractor and arrange for supplying necessary fuel and water for the Tug' operation free of cost. The Controlling Officer or his representative will have the right at any point of time to check the quantity of fuel and its rate of consumption against the running hours of the engines.
- 2.44.2 The Contractor, at the commencement of the contract shall declare the fuel consumption per hour for the Ocean Going Tug as ETV at various loads and the CHENNAI PORT AUTHORITY reserves the right to verify the same.
- 2.44.3 In case, excess fuel consumption is detected, the cost of excess fuel consumed shall be recovered from the contractor at the prevailing market rate at Chennai. plus, the overhead charge of 20% on Diesel cost.
- 2.44.4 The cost of Lubricants including the Hydraulic Oils for the use of the Ocean Going Tug as ETV shall be borne by the contractor.
- 2.44.5 The cost of fuel remaining on board the Ocean Going Tug as ETV at the time of termination of the Contract will be paid by the Contractor to the CHENNAI PORT AUTHORITY at the rates then prevailing for the fuel(High Speed Diesel) at Chennai plus overhead charge of 20% on Diesel cost.
- 2.44.6 Whenever Tug proceed for Ocean Going as ETV operation, then the Fuel consumption detail departing from Chennai Port till arriving inside Chennai Port has to be recorded and submitted as date-wise fuel consumption. Fresh water consumption during the ocean going operation to be submitted.

2.45 COST & EXPENSES OF CONTRACTOR:-

- 2.45.1 The contractor shall bear the following costs and expenses at his own cost:
- 2.45.2 Except as otherwise stated in this charter agreement or as may be agreed from time to time Contractors will provide and/or pay for all requirements, cost or expenses relating to the vessel, Vessel's Master and crew.

2.45.3 The Contractor shall provide and bear the cost of lubricating oil and other consumables while the Ocean Going Tug as ETV is on Charter to the CHENNAI PORT AUTHORITY. In case, the Contractor desires to have shore power, the contractor will give written request to the Deputy Conservator/the Chief Mechanical Engineer, CHENNAI PORT AUTHORITY and the same will be provided free of cost, when the Tug is at along side at the allotted berth. The contractor is required to make his own arrangements to install electrical power points with all necessary cables and accessories at his cost to install electrical power points. If the designated area for shore power necessitates intrinsically safe electrical accessories, breakers, and cables, the contractor shall, at his own cost, make arrangements in accordance with the ChPA requirements for the shore power at the designated location.

2.45.4

- (a) The maintenance, repairs for Contractors purpose and all expenses associated therewith,
- (b) Provisions, mobilization & demobilization, as applicable wages (as per minimum Wages Act) etc., Shipping & Discharging fees and all other expenses of the Master, Officers and crew
- (c) Deck, cabin and engine room stores
- (d) Adequate no. of Towing ropes tested and certified
- (e) galley stores
- (f) Marine and War Risk Insurance of the vessel and Protection and Indemnity Cover
- (g) fumigation certificate
- (h) all custom or import duties arising in connection with any of the foregoing
- (I) all taxes, duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc., on any purchase made by the Contractor and/or any penalties imposed by any authorities from time to time shall be borne by the contractor.

2.45.5 The Contractor shall be provided space for tying up the Ocean Going Tug as ETV and shall not be required to pay the berth hire charges. However, when the Ocean Going Tug as ETV are tied up to carryout repairs beyond the Allowed Maintenance period the Contractor is required to pay the berth hire charges to the CHENNAI PORT AUTHORITY as per the Authority's Scale of rates.

2.45.6 The Contractor shall also be required to make p a y m e n t for fuel, water and Electricity consumed by the Ocean Going Tug as ETV, whenever the Ocean Going Tug as ETV are not available for

operation beyond the allowed maintenance period in a month.

2.46 **INSPECTION: -**

The Contractor, shall, prior to the expiry of **30** days from the date of awarding (LOI) of the contract and before the commencement of operation, arrange for IRS Survey, inspection and trials and submit proof thereof to Deputy Conservator. The trials and test including Bollard Pull Test of the Ocean Going Tug as ETV offered or the alternate Ocean Going Tug as ETV shall be conducted by the IRS as third party, before the commencement of the operations with full manning crew and security personnel at the CHENNAI PORT AUTHORITY.

The Deputy Conservator after scrutiny of certificates including Classification Society Certificate, Insurance, IRS trial reports and other documents may if necessary order for further survey / inspection / trials. On satisfactory conduct of survey / inspection / trials and confirming the validity of certificates and other documents, the Ocean Going Tug as ETV will be accepted for operation at Chennai Port. **Thereafter the commencement of the operation of the Ocean Going Tug as ETV shall begin and the contract period will commence only from this date.**

The contractor shall also arrange for IRS Survey, Inspection and trials including bollard pull test and speed trials at his own cost at Chennai Port for the Ocean Going Tug as ETV offered including any substitute Ocean Going Tug as ETV arranged during the currency of contract for operations at CHENNAI PORT AUTHORITY.

The Deputy Conservator or his representative reserves the right to inspect the Ocean Going Tug as ETV at any time during the currency of Charter Period. They also reserve the right to check any part of the Ocean Going Tug as ETV for operation or otherwise. All time taken in respect of dry- docking, inspection, survey or repairs will not count as time on charter. No payment whatsoever including hire charges will be made for such period of dry docking inspection, survey, etc.,

2.47 **DAMAGE TO THE OCEAN GOING TUG AS ETV: -**

The Chennai Port Authority will not pay any amount towards accidents/ damages caused in the course of operation of the Ocean Going Tug as ETV due to the failure of the Ocean Going Tug as ETV or errors of the Tug Master and crew. Any damages suffered whilst assisting ships and or carrying out other duties/instructions will

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be brought to the notice of the Deputy Conservator or his representatives in writing within 24 Hrs. of occurrence in order to claim third party insurance. Any damage suffered by the Ocean Going Tug as ETV whilst assisting ships will be immediately brought to the notice of the concerned Pilot/Dock Master so that he will bring it to the notice of the Master of the Vessel. The Contractor is solely responsible to keep the Ocean Going Tug as ETV in safe custody in bad weather condition/cyclone/polluted waters like garbage and oil. The CHENNAI PORT AUTHORITY will not pay any amount towards the damages caused by bad weather/cyclone or polluted waters like garbage, oil, logs, tyres, fishing nets etc., in both under water damage or above water damage like structures, sub-assemblies of the Ocean Going Tug as ETV.

With regard to reimbursement of damage/loss to ETV or its equipment during ETV operation, ETV operator has right to recover cost of such damage/loss from the Owner/operator of the stricken vessel being assisted. Any damage/loss that occurs during ETV operation will be cost on vessel being assisted. Contractor can move against the assisted vessel directly to recover cost. The Port and Directorate will provide all assistance possible to help ETV operator recover cost of such damage/loss from the assisted vessel

2.48 **TOTAL LOSS:** -

The Board will not be responsible in any manner, if the said Ocean Going Tug as ETV is lost on any account during any operation. The Board will not pay any compensation whatsoever and will only pay the Charter Rate upto and including the shift of the day of loss. The Contractor shall also agree to recover and refloat the Ocean Going Tug as ETV at his own cost and take it to a safe place in the event of hindrance to the navigation of the Chennai Port Authority.

2.49 **STATUTORY REGULATIONS :-**

2.49.1 The Contractor agrees to man the Ocean Going Tug as ETV with a set of competent and qualified Tug Master and Crew, as required by statutory regulation.

2.49.2 The CHENNAI PORT AUTHORITY will use all outfit, equipment, weapons and ammunition and appliances on board the Ocean Going Tug as ETV at the time of operation. The Contractor will from time to time during the charter period replace such items of equipment as will be so damaged or worn out as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the Ocean Going Tug as ETV.

- 2.49.3 The Master and Engineer shall execute CHENNAI PORT AUTHORITY's instructions with the utmost dispatch and to render customary assistance with the tug's crew. The Master shall be under the order of the CHENNAI PORT AUTHORITY as regards employment or other arrangements. The Contractor shall indemnify the CHENNAI PORT AUTHORITY against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the use of Ocean Going Tug as ETV.
- 2.49.4 If the CHENNAI PORT AUTHORITY has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or crew the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary will make a change in the appointment. However, the Chennai Port Authority will have the right to demand the changes of any Master or other crew which demand will not be unreasonable.
- 2.49.5 The Deputy Conservator or his representative will give the Master all instructions in English and the Master and Engineer to keep full and correct logs in English, accessible to the Deputy Conservator or his authorized representative of CHENNAI PORT AUTHORITY.
- 2.49.6 The whole reach and burden of the Ocean Going Tug as ETV, including lawful deck capacity shall be at Chennai Port disposal, reserving proper and sufficient space for the vessel's master, officers, crew, tackles, apparel, furniture, provisions and stores.

2.50 RECOVERY TOWARDS POLLUTION DAMAGE: -

The Contractor will be liable for pollution damage and the cost of clean up which has occurred due to Contractor's and /or his personnel by willful, wanton, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from any source from the Ocean Going Tug as ETV whatsoever.

Necessary discharge facilities will be provided by the Port if required which will be chargeable under Port's Scale of Rates and statement of terms and conditions as amended from time to time.

2.51 DAMAGE TO PERSONS AND PROPERTY:

The contractor shall indemnify and keep indemnified the Board against all losses and claims for injuries or damage to any person or any property and against all claims, demands, proceedings,

damages, costs, charges and expenses whatsoever in respect of or in relation thereto.

Injuries or damage to persons/property resulting from any act or neglect done or committed during the currency of the contract by the Board, its agents, servants or other contractors (not being employed by the contractor) or for in respect of any claims, demands, proceedings, damages, costs, charges and expenses in respect thereof or in relation thereto.

The contractor will be liable for any damages to vessels during Ocean going utilized as ETV operation or shipping operations or to Port's property or Ports crafts which has occurred due to contractors and/or his manning personnel of the Ocean Going Tug as ETV by willful, wanton, intentional acts or omissions or gross negligence.

2.52 LAWS

2.52.1 This agreement will be governed by the laws of India and is subject to the Jurisdiction of the Courts in Chennai.

2.52.2 Notwithstanding the contractual obligation the CHENNAI PORT AUTHORITY will be entitled to all protections and defense under the provisions of the Companies Act, 1956, The Major Port Authorities Act 2021 and the Indian Ports' Act 1908 including any amendments/changes as may be incorporated.

2.52.3 In these conditions unless there is something in this subject or context inconsistent therewith words importing the singular will include the plural and vice versa words importing the masculine gender will include feminine and words importing persons will include bodies corporate.

2.53 Public Procurement (Preference to make in India) Order and Restrictions under Rule 144(xi) of General Financial Rules 2017.

NOTE: The bidders must upload Local Content Declaration & Self Certification under letter head of the bidder as per the Schedule-XVII which shall be attached with signature as per this schedule in the tender document, failing which their bid is liable for rejection.

The successful bidder must submit such Local Content Declaration & Self Certification on Rs. 100/- Non-Judicial Stamp Paper before placement of order.

A. PREFERENCE TO MAKE IN INDIA

- (i) The Provisions contained in Public Procurement (Preference to Make in India) Order, 2017 as amended by OM No. P-45021/2/2017-PP(BE-II) dt.16.9.2020, further as amended from time to time if any, shall be applicable for this tender.
- (ii) The margin of purchase preference applicable is 20% or as decided by the relevant Nodal Ministry for the item from time to time.
- (iii) The minimum local content for Class-I and Class-II local suppliers shall be 50% and 20% respectively or as decided by the relevant Nodal Ministry for the item.
- (iv) Procurements where the estimated value is less than Rs.5.00 lakhs shall be exempt from this order.
- (v) Verification of local content:
 - (a) For procurement value upto Rs.10 crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be obliged to indicate percentage of local content and provide self- certification (as per format enclosed) that the item offered meets the local content requirement for Class-I local supplier/ Class-II local supplier as the case may be. They shall also give details of the location(s) at which the local value addition is made.
 - (b) For procurement value above Rs. 10 Crores: The Class-I local supplier/ Class-II local supplier at the time of tender, bidding or solicitation shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content.
 - (c) Tenderers shall submit Declaration as per **SCHEDULE-XVII** in their technical bid and also Certificate from the Statutory auditor/chartered accountant giving percentage of local Content.

B. Restrictions under Rule 144(xi) of General Financial Rules 2017 Order (Public Procurement No.1)of DOE, Public Procurement Division, No. F.No.6/18/2019-PPD) dated 23.07.2020) and amendments/ clarifications issued subsequently by DOE.

- I. The provisions contained in Order (Public Procurement No.1) of DOE, Public Procurement Division No. F.No.6/18/2019 PPD) dated 23.07.20 and as amended/clarified from time to time shall be applicable to this tender.

- i. Any bidder from a country which shares a land border with India will be eligible to bid against the tender only if the bidder is registered with the Competent Authority specified in Annex-I of Order (Public Procurement No.1) dated 23.07.2020.
 - ii. “Bidder” (including the term tenderer, ‘consultant’ or ‘service provider’ in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons or firms or companies), every artificial juridical person falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in procurement process.
 - iii. “Bidder from a country which shares a land border with India” for the purpose of this order means:
 - a. An entity incorporated, established or registered in such country: or
 - b. A subsidiary of an entity incorporated, established or registered in such a country: or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country: or
 - d. An entity whose beneficial owner is situated in such a country: or
 - e. An Indian (or other) agent of such an entity: or
 - f. A natural person who is citizen of such a country: or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
 - iv. The beneficial owner for the purpose of (iii) above will be as under:
- II. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.
- Explanation:-
- “Controlling ownership interest” means ownership of or entitlement to more than twenty-five percent of shares or capital or profits of the company;
- “Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder’s agreements or voting agreements.
1. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or

- more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
2. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals.
 3. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
 4. In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
 5. An agent is a person employed to do any act for another, or to represent another in dealings with third person.
 6. [To be inserted in tenders for works contracts, including turnkey contracts] The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority.
- Model Certificate for Tenders (for transitional cases as stated in Para 2 of this order)
- “I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I hereby certify that this bidder is not from such a country and is eligible to be considered.”

Model Certificate for Tenders

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for Tenders for Works involving possibility of sub-contracting

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries; I certify that this bidder is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub-

contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [where applicable, evidence of valid registration by the Competent Authority shall be attached]

Model Certificate for GeM:

“I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India; I certify that this vendor/ bidder is not from such a country, or if from such a country, has been registered with the Competent Authority. I hereby certify that this vendor/ bidder fulfils all requirements in this regard and is eligible to be considered for procurement on GeM [where applicable, evidence of valid registration by the Competent Authority shall be attached] Tenderers shall submit Declaration as per Schedule-XVI in their technical bid.

2.54. Reporting the Accidents:

It is mandatory to inform the concerned authorities in case of accidents inside the Chennai Port.

2.55. Debarment:

- (i) A bidder shall be debarred if he has been convicted of an offence—
 - (a) under the Prevention of Corruption Act, 1988; or
 - (b) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of execution of a public procurement contract.
- (ii) A bidder debarred under sub-section or any successor of the bidder shall not be eligible to participate in a procurement process of any procuring entity for a period not exceeding three years commencing from the date of debarment.
- (iv) A procuring entity may debar a bidder or any of its successors, from participating in any procurement process undertaken by it, for a period not exceeding two years, if it determines that the bidder has breached the code of integrity.
- (iv) The bidder shall not be debarred unless such bidder has been given a reasonable opportunity to represent against such debarment.
- (v) Chennai Port Authority reserves its right to debar the bidders from participating in the future tenders invited by Chennai Port Authority for a period of not exceeding three years from the date of such debar Orders, under the following circumstances: -
 - (a) If after the opening of Tender, if the bidder withdraws or modify his Tender during the period of validity specified in the Bid Documents (including extended validity, if any).
 - (b) After the award of work, if the bidder fails to furnish the required Performance Security or fails to sign the Contract, within the time limits specified in the Departmental Tender Document.

Deputy Conservator
CHENNAI PORT AUTHORITY

Marine Department, CHENNAI PORT

Section -3

SCOPE OF WORK

The contract involves Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug utilized as Emergency Towing Vessel for a period of 5 years & further extendable for 2 year in CHENNAI PORT AUTHORITY as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding fuel and fresh water for operations in Ch.P.A as well as ocean going operation. The tenderer is required to submit all the specification of the Ocean Going Tug as ETV to be offered to Ch.P.A. as per Schedule - XI. Ch.P.A. reserves the right to treat the tender as non-responsive if the information submitted by the tenderer is insufficient. The following are the minimum requirements:

3.1 TECHNICAL SPECIFICATION OF 60 TON BOLLARD PULL OCEAN GOING TUG UTILIZED AS EMERGENCY TOWING VESSEL

A	Age	Age of the vessel should not be more than 13 years on Tender submission date.
B	Bollard Pull	60 Ton
D	Method of Propulsion	Method of Propulsion: Azimuth stern Drive (ASD) or Tractor/Reverse tractor of cycloidal or steerable rudder propulsion system or VOITH.
E	Crane	Not less than 1.0 T SWL
F	Towing	Length of towing wire should be at least 600 mtrs and Breaking strength should be proportionate (at least 3 times) to the bollard pull(60T) (MSC 884 'General formulation for the towline', Clause 12.9)
G	Hawsers	Hawsers of adequate size i.e. not less 56 mm diameter and the length to not be less than 180 mtrs
H	Space	Deck working space shall be not less than 70 sq.mtr
I	Fire Fighting Class	1 Pump capacity shall not be less than 2400 m3/hr.
J	Length O.A	Maximum 35 Meters
K	Breadth & depth	Breadth to be mentioned with range like eg. 8 to 16 Meter. Moulded depth: - to be mentioned with maximum limit or range. (5 to 6 mtrs)
L	Draft	Operating Draft not more than 5.5 meters
M	Life Saving equipment's	Lifesaving equipment/survival kit and

		first aid material with Neil Robertson stretcher as per statutory requirement for her size and operation
N	Class	IACS members
O	Endurance	Vessel should have endurance for at least 10 days RTB (Return to Base) for replenishment of fresh water, provision, manning, etc
P	Speed	10-12 knots

NOTE: For the ETV operation, manning will be required for Indian Coastal limits to carry out towing operation around Indian Coast.

3.2.1 Depending on contingency and assistance to stricken vessels, upon instruction from DG shipping, Deputy Conservator will release the Ocean going Tug utilized as ETV for assistance at any time. Accordingly, Ocean going Tug as ETV should be ready as ETV on Short notice with competent personnel, trained manpower such as Welder/cutter and qualified Ship Staff along with equipments to carry out the function of Emergency Towing operation. Therefore, the Contractor shall under the terms of the contract comply with the man power and endurance requirement to assist the vessel in emergency on the coast of India. Subject to an emergency, the Chennai Port Authority shall instruct the ETV to go anywhere within Indian waters for ETV Operation.

3.2.2 ETV will not go to foreign Ports. It will go beyond 12 NM, in International waters to assist disabled vessel.

3.2.3 There is no salvage team to be deployed. ETV is meant only for towing operation.

3.2.4 With regard to surveyors for on-hire and off-hire survey, witnessing ROB bunker may be appointed by contractor. Invoice raised for the fees will be paid by the Port on actual.

3.2.5 The purpose of having ETV was to be able to respond at the earliest to deal with the developing emergencies. Hence, it would not be appropriate to have excessive response time. The issues raised with respect to time required for supply of bunkers & other necessities, (fresh water & provisions etc) could be resolved by ensuring that ETVs have the required essentials (bunkers, fresh water & provisions etc), at all times as per endurance period specified in the tender document of 10 days. This will ensure no additional time is required for these matters.

3.2.6 As regards, obtaining clearances from Custom and Immigration authorities, DGS Order No.08 of 2016 on simplification of Port clearance procedure has dispensed the requirements for custom clearance for coastal

vessels. Also, ETV may not need any immigration clearance, as it would be deployed to deal with any developing emergencies in Indian waters in the interest of nation. Hence, if any further query is raised in these matters, it can be taken up with respective authorities.

Considering the foregoing, it was decided that **during foul weather period (15th October to 15th January every year), ETV should be able to respond within time period of 4 hours.** However, during fair weather as exigencies requiring immediate action is not likely to occur, further additional time of two hours can be considered so that the ETV is able to respond within time period of 6 hours.

3.2.7 For the ETV operation, Manning will be required under MS Class to carry out towing operation in territorial and international waters.

3.2.8 Additional cabin space, lifeboat, and life raft capacity may be taken into consideration to carryout emergency towing operation at sea.

3.2.9 In case of emergency, during the ETV operation, the actual consumption (both Fuel oil and Fresh water) to be recorded at the time of departing from CHENNAI PORT AUTHORITY till arrival inside CHENNAI PORT AUTHORITY after completion of the operation and is to be submitted to the Controlling Officer. In addition, wages/salaries paid for the required personnel for the actual period of ETV operation in accordance with MUI/SCI agreement as applicable to be submitted to Controlling Officer. No additional higher charges will be paid other than MUI/SCI rate.

3.2.10 The Contractor may be directed to provide services of Ocean going Tug as ETV. Subject to an emergency, the Chennai Port Authority shall instruct the ETV to go anywhere within Indian waters for ETV Operation. It is the responsibility of the Contractor to ensure that Ocean going Tug as ETV is kept at readiness at all times.

3.2.11. The CHENNAI PORT AUTHORITY will utilize the Ocean going Tug / ETV for Harbour operation on day to day basis as per the requirement. Only in emergency, as per the direction of DG shipping, the CHENNAI PORT AUTHORITY shall communicate to the Contractor for deployment of ocean going Tug as ETV in the distress during foul and fair weather. Contractor has to ensure that the ETV operation will always be within the safe limits and operating capabilities of the ocean going Tug as ETV.

Note: Fuel Consumption for main Engine and Auxiliary Engine shall be calculated by taking the differences in fuel quantity ascertained by Fuel Tank Sounding Method in beginning and at end of the month.

3.3. The contractor shall supply and keep on board Towing Gear

arrangement at aft of the ocean going Tug as ETV with accessories i.e Length of towing wire should be at least 600 mtrs and Breaking strength should be proportionate (at least 3 times) to the bollard pull(60T) (MSC 884 'General formulation for the towline', Clause 12.9)

3.4. Deputy Conservator shall instruct the Ocean going Tug as ETV to proceed for ETV operation during emergencies in short notice (refer Scope of Work, Note: 3, of Sub-Clause P). The Tug even availed the monthly maintenance should complete and proceed for ETV operation within span of short notice (refer Scope of Work, Note: 3, of Sub-Clause P) upon receiving the instruction from Deputy conservator. **If emergency arises, the port authorities in consultation with contractor shall make availability Ocean going Tug utilized as ETV for 24 x 7 for entire year.**

3.5. Port will be intimated by DG shipping for ETV operation in emergency once the stricken vessel need assistance. The direction will be given by DG Shipping. Thereafter, Master has to liaise with DG Shipping till the ETV operation is completed & off-hired from ETV operation. Thereafter, Port may undertake harbour operation.

3.6. The whole reach and burthen of the Ocean going tug as ETV, including lawful deck capacity is to be at ChPA's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores for ETV operation.

3.7. 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.

3.8. Joint on hire survey/off hire survey will be carried out at Chennai Port by Competent surveyors to assess the quantity of fuel on board. On hire survey at Contractor's time and off hire survey at Charterer's time. Cost of the surveys to be shared equally. ROB at the time of ON HIRE will be provided with same quantity at the time of OFF HIRE.

3.9. Chennai Port shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the Ocean going tug as ETV.

3.10. The Ocean going tug as ETV shall be used for various lawful services required by Ch.P.A. including ETV operation in emergencies, docking and undocking of vessels at Chennai Port, round the clock (24 hours a day) and throughout the contract period including but not limited to:

- a) Berthing and unbreathing of vessels in port including passing

ropes to jetty for securing / unsecuring

b) To stand by as fire float, Oil spill dispersant spraying boat etc.

c) To assist in double banking by way of acting as docking Ocean going tug as ETV.

d) To maintain communication by VHF.

e) All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the port and such other operations as are conventionally performed by Port Ocean going tug as ETV.

f) All emergency operations.

g) Transporting of personnel / materials whenever required.

In the event the Ocean going tug as ETV being unable to perform any of the operations, no hire charges shall be paid by the Ch.P.A. to the Contractor and penalty clause 2.23 and termination clause 2.39 of the General Conditions of Contract shall apply.

3.11. Fuel Consumption for main Engine and Auxiliary Engine shall be calculated by taking the differences in fuel quantity ascertained by Fuel Tank Sounding Method in beginning and at end of the month.

3.12. The contract involves chartering of 1 no. 60 Ton Bollard Pull ocean going Tug utilized as ETV for a Period of five Years and extendable for a further period of Two Year by Chennai Port as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants. The CHENNAI PORT AUTHORITY will provide fuel (HFHSD) and Fresh Water for the operation of the Ocean going tug as ETV free of cost to the Contractor.

3.13. The Contractor shall ascertain that the Ocean going tug as ETV shall be operational for Ocean going ETV and Port operations from the date and time of acceptance of the Ocean going tug as ETV by the Chennai Port and the Charter Rate payment shall take effect from that time.

3.14. Chennai Port is carrying out shipping operations, 24 Hrs. a day in 3 shifts and the Ocean going tug as ETV shall also be made available for all these 3 shifts for the harbour operation throughout the Charter period except allowed maintenance period and period of ETV operation in emergencies with complete manning as per Safe manning in MS act. The Shift timings during the harbor operation are as follows:

1st Shift - 0600 Hrs.to 1400 Hrs.

2nd Shift - 1400 Hrs. to 2200 Hrs.

3rd Shift - 2200 Hrs. to 0600 Hrs of the following day.

The shift timing can be extended by 8 hours, but not exceed 12 hours

shift. Accordingly, the manning the rest hours requirements as per MLC act.

3.15. The controlling officer shall be the Deputy Conservator of CHENNAI PORT AUTHORITY and the crew of the Tug shall comply with all instructions from the Deputy Conservator of the CHENNAI PORT AUTHORITY and/or his representative.

3.16. The Contractor shall ensure that the Masters of the Ocean going tug as ETV report their readiness and availability of the Ocean going tug as ETV to the signal station when ever called for and the Ocean going tug as ETV shall be used as and when required and as instructed by the Controlling Officer or his authorized representative.

3.17. The crew of the Ocean going tug as ETV shall take instructions regarding the operations from the Deputy Conservator or his representative.

3.18. All operational costs including wages (Minimum Wages Act or any other Act/ MUI/SCI agreement as applicable), allowance, victualing, insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, lubricants and equipments will be borne by the Contractor. Repairs, survey and other requirements to keep the Ocean going tug as ETV operational will be to Contractor's account and during any absence of the Ocean going tug as ETV from duty or inability of Ocean going tug as ETV to perform for any reasons, will result in nonpayment of hire charges, for the period Ocean going tug as ETV was not made available and penalty Clause 2.23 of the Charter Party Agreement shall apply.

Note: With regard to reimbursement of damage/loss to ETV or its equipment during ETV operation, ETV operator has right to recover cost of such damage/loss from the Owner/operator of the stricken vessel being assisted. Any damage/loss that occurs during ETV operation will be cost on vessel being assisted. Contractor can move against the assisted vessel directly to recover cost. The Port and Directorate will provide all assistance possible to help ETV operator recover cost of such damage/loss from the assisted vessel.

3.19. On the date of commencement of the service, the Ocean going tug as ETV shall have completed all the necessary surveys and shall be in possession of all valid certificates.

3.20. The Contractor will be responsible for any damage suffered due to failure of the Ocean going tug as ETV or errors of the Tug Master and crew or any reason whatsoever.

3.21. The Contractor shall be responsible for the injuries, loss of life

to the Tug crew/Port personnel while carrying out the operation of the Ocean going tug as ETV. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.

3.22. The Chartering will be for a period of 5 years from the date of providing the Ocean going tug as ETV on charter by the Contractor to the CHENNAI PORT AUTHORITY. If required, the Deputy Conservator shall issue orders in writing for extension of the Contract up to another two year. The Port will pay the charter rate at the original rate quoted by the Contractor for the extended period.

3.23. The Ocean going Tug as ETV shall be available for the Port operations and as ETV operation in emergencies in a year except for the allowed maintenance period of only 24 Hours in a month. The Tenderer shall be eligible for 12 days (i.e) 24 hours each month 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 as directed by the Deputy Conservator or his authorized Representatives. Deputy Conservator shall instruct the Ocean going tug as ETV to proceed for ETV operation during emergencies in short notice (refer Scope of Work, Note: 3, of Sub-Clause P). The Ocean going tug as ETV even availed the monthly maintenance should complete and proceed for ETV operation within span of short notice (refer Scope of Work, Note: 3, of Sub-Clause P) upon receiving the instruction from Deputy conservator. **If emergency arises, the port authorities in consultation with contractor shall make availability of Ocean going Tug utilized as ETV for 24 x 7 for entire year.**

3.24. The Contractor shall ensure that the Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the Deputy Conservator or his authorized representatives, whenever requested. The completed log book 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 log books.

3.25. The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Major Port Authorities Act, Harbour Craft Rules and Regulations of CHENNAI PORT AUTHORITY and any other legislation related to operation of Ocean going tug as ETV in territorial waters and international waters.

3.26. The Contractor shall be solely responsible for reporting simultaneously to the Deputy Conservator and the Police Department

immediately of any serious or fatal accidents on the Ocean going tug as ETV or at any place belonging to the Board including premises leased to by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify the CHENNAI PORT AUTHORITY against any claims or actions arising there from.

3.27. The Contractor has to pay the revised minimum wages as applicable to the crew engaged by them. The Contractor has to 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 Contractor has to comply with the applicable Contract Labour Act, Workman Compensation Act and shall follow the ESI and EPF for their personnel and documentary proof shall be produced to the CHENNAI PORT AUTHORITY along with the monthly bill.

Failure to make payment of wages to the crew, EPF, ESI and insurance premium for covering all types of risks by the Contractor, CHENNAI PORT AUTHORITY will make the wage payment, premium payment, EPF, ESI etc., and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, CHENNAI PORT AUTHORITY will be at liberty to encash the Performance Guarantee.

3.28. The Contractor shall carryout 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 CHENNAI PORT AUTHORITY 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 Ocean going tug as ETV.

Contractor has to ensure that the ETV operation will always be within the safe limits and operating capabilities of the Tug.

3.29. 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.

3.30. 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.

3.31. The Contractor shall at all times 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 neighborhood 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 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 Ocean going tug as ETV and suitable replacement shall be arranged by the Contractor within 24 hours.

If the offence is serious, Chennai Port shall inform to the concerned enforcing authorities.

3.32. The Contractor shall obtain necessary clearance, as required, from D.G.Shipping, Ministry of Shipping, Customs etc. for deploying the Ocean going tug as ETV for service in the Ocean going as ETV put into service. All cost to be borne by the contractor. Invoices raised towards the Cost incurred for such activities will be paid by CHENNAI PORT AUTHORITY on actual basis. The Ocean going tug as ETV shall be registered as per the statutory requirements of D.G.(Shipping) for such operations.

3.33. The Successful Contractor has to carryout all operations at the maximum capacity of the Ocean going tug as ETV during emergency situation at no extra cost to CHENNAI PORT AUTHORITY. The Penalty clause shall apply in case of failure of Contractor to fulfill such assignments on receipt of instruction from DG shipping, Contractor will be intimated by CHENNAI PORT AUTHORITY for ETV operation. Once intimated, it is responsibility of contractor to ensure that vessel should have endurance for at least 10 days RTB for replenishment of fresh water, provision, manning, etc,.. Further, the leg of ETV operation till its completion, Fuel & water consumption cost will be borne by CHENNAI PORT AUTHORITY as per the IOC rate of the fortnight.

3.34. Security of the Ocean going tug as ETV, its appurtenances and crew will be the Contractor's responsibility.

3.35. On the date of commencement of the contract, Ocean going tug as ETV shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys.

3.36. The contractor shall arrange for IRS, as third party for Survey, Inspection and trials including speed trials and Bollard Pull Test of the Ocean going tug as ETV or the substitute Ocean going tug as ETV offered to CHENNAI PORT AUTHORITY at his cost. Trials by IRS Surveyor shall be carried out at Chennai Port with full manning crew. IRS survey, inspection and speed trial reports shall be submitted to Deputy Conservator for acceptance of the Ocean going tug as ETV within 30 days from the date of award of contract and the Ocean going tug as ETV shall be under class throughout the contract period

3.37. It shall be the responsibility of the Contractor to prove that the Ocean going tug as ETV operate at required Bollard Pull before commencing the contract and also whenever required to prove the bollard pull during the currency of the contract.

3.38. The Ocean going tug as ETV should be manned under (Merchant Shipping Act) Safe Manning Guidelines issued by DG (Shipping) vide MSL-1(2)/95-I dated 2 May 2003 and also adequately manned for continuous operation (24x7). The crew posted shall be able to converse in English on VHF.

3.39. The Ocean going tug as ETV 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 Ocean going tug as ETV shall comply with all instructions from the Port Signal Station/ Deputy Conservator or any other Officer duly authorized by Port. **If emergency arises, the port authorities in consultation with contractor shall make availability of Ocean going Tug utilized as ETV for 24 x 7 for entire year.**

3.40. 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 Chennai Port Regulations.

**DEPUTY CONSERVATOR
CHENNAI PORT AUTHORITY**

SCHEDULE – I**CHARTER PARTY AGREEMENT**

IT IS THIS ___ day of ___ Two Thousand mutually agreed between the Board of Trustees, Chennai Port Authority, hereinafter referred to as “the Board” (which expression shall mean and include their assignees and successors) on the one part AND

M/s..... a company 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:

WHEREAS the Chennai Port Authority have under a Charter party entered into an agreement with M/s..... for TENDER for **Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port** for the contract price of Rs.-----
(in words).

AND WHEREAS the said 60 Ton Ocean Going utilized as ETV Tug are at the disposal of the Chennai Port Authority.

AND WHEREAS the Contractor herein have agreed to charter of 1 No 60 Ton BP Ocean Going Tug utilized as ETV on the terms and conditions contained herein:

NOW THIS AGREEMENT WITNESSETH

1. The **Tender No.M/OPS/F1** along with clarification Corrigendum to Tender and clarification to the queries raised by the tenderers in pre- bid meeting.
2. Instruction to Bidders and special condition of Contract.
3. General condition of Contract.
4. Scope of Work
5. Price Schedule
6. Work order issued by Chennai Port Authority, reference No.-----,dated: --.
7. Letter of Acceptance
8. Performance Guarantee.
9. Undertaking Letter from Contractor.
10. Letter of Acceptance

ENTIRE AGREEMENT:-

This agreement, together with the Tender document which includes Instructions to Tenderers, General Condition of Contract, Form of Tender, Charter Party Agreement, Letter of Intent, Bank Guarantee in respect of satisfactory performance of contract,

Marine Department, CHENNAI PORT

scope of work, Technical Specification, schedules and any addendum/corrigendum thereto, Discussions and queries raised and answers given during the pre-bid meeting, related correspondences with the Tenderers and correspondences leading to the award of contract should form part of the contract referred hereto constitutes the entire Agreement of the parties with respect to the subject matter hereof 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 will be considered a part of this agreement if so desired by the parties hereto.

IN WITNESS WHEREOF: This charter is executed at Chennai on the day and date first herein above written the undersigned competent witnesses.

for M/s.

CHENNAI PORT AUTHORITY.

Contractor

(Charterer)

WITNESS

WITNESS

1.

1.

2.

2.

SCHEDULE – II**FORMAT OF THE COVERING LETTER**

(To be submitted by the Tenderer)

Date

Deputy Conservator, Chennai Port Authority, No.1, Rajaji Salai, Chennai –
600 001

Dear Sir,

Sub: **Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port** – Reg.

Please find enclosed our proposal in respect of the **TENDER FOR HIRING OF 1NO. 60 TON BOLLARD PULL OCEAN GOING TUG AND AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY ANOTHER 2 YEARS IN CHENNAI PORT.**

We hereby confirm the following:

- 1.The proposal is being submitted by----- (Name of the Applicant/Joint Venture who is the Applicant/the Joint Venture comprising----- (mention the names of entities who are the Joint Venture), in accordance with the conditions stipulated in the tender documents.
- 2.As the Qualified Applicant (Name of Joint Venture in case of a Joint Venture), we hereby confirm that as an Qualified Applicant invited to submit our proposal in response to the tender documents issued to us, there has been no change in the roles, stakes of our Promoters/and/or (in case of Joint Venture) our Joint Ventures and their Promoters, as were originally evaluated in course of the tender process. (If any change in Joint Venture structure has taken place, please enclose the approval provided by Chennai Port Authority for the same).

3. We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by Chennai Port Authority and in any subsequent communication sent by Chennai Port Authority. We agree and undertake to abide by all these terms and conditions. Our proposal is consistent with all the requirements of submission as stated in the tender document or in any of the subsequent communications from Chennai Port Authority.
4. We confirm to provide on charter the Tug for carrying out shipping operations and for other requirements of the Chennai Port Authority.
5. We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted in a separated sealed envelope.
6. We confirm that while quoting the charter rate we have taken into consideration the supply of fuel and water at free of cost for the Tug chartered by the Port and we have also taken into consideration the changes which may occur in the manning, running and operational costs.
7. We hereby confirm that there shall not be any escalation in the charter rate quoted during the entire charter period.
8. The information submitted in our tender is complete, is strictly as per the requirements as stipulated in the tender document and is correct to the best of our knowledge and understanding. We would be solely responsible for any errors or omissions in our tender.
9. We confirm that we have studied the provisions of relevant Indian laws and regulations, Guidelines and Chennai Port Authority's Scale of Rates and statement of conditions thereof as amended from time to time to enable us to prepare this proposal and as required to charter of the Tug to Chennai Port Authority, in the event that we are the successful tenderer.
10. We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 90 days from the date of opening of the Tender.
11. Having examined the instructions to Tenderers, General Conditions of Contract, Scope of Work, Agreements, Technical specifications and Schedules for the above named work we offer to execute the same as per instructions to Tenderers, General Conditions of Contract, Scope of Work, Agreements and Schedules for the rates quoted in Schedule of Rates or such other sum as may be ascertained, in accordance with the conditions.
12. If our offer is accepted, we undertake to commence the work as stipulated on receipt of the LOI and to execute the entire work for

the stipulated period calculated from the date of commencement of service / dates shown in the letter of acceptance by us.

13. If our Tender is accepted, we shall furnish a Performance Guarantee for an amount equivalent to 10% of the total Contract value for due performance of the contract and sign the agreement within 15 days after furnishing of Performance Guarantee.
14. We undertake to abide by our Tender for a period of 90 days from the date of opening of the Tender as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period or such extended period.
15. Unless and until a formal agreement is prepared and executed, this Tender, together with successful Tenderer's written acceptance thereof, shall constitute a binding contract between us.
16. We understand that you are not bound to accept the lowest or any Tender you may receive in respect of Hiring of the Tug.
17. If our Tender is accepted, we understand that we are to be held jointly and severally responsible for the due performance of the contract (applicable only in the case where two or more concerns tender jointly).
18. If our tender is accepted, we undertake to provide the Tug on hire at the rate indicated in our offered tender and to make available the Tug as stipulated in this tender.

(Dated this ____ day of 20__)

Signature _____ in the capacity of
 _____ duly authorized to sign Tenders for and on
 behalf of _____

Address _____

Witness _____

Address _____

Occupation _____

Signature_____in the capacity of
duly authorized to sign Tenders for and on behalf of

Address_____

Witness_____

Address_____

Occupation:_____

For and on behalf of Signature

(Authorized Representative and Signature)

Name of Person

Designation:

SCHEDULE - III**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.)*

Bank Guarantee shall be enforceable and encashable at Chennai

[The bank, as requested by the successful Tenderer, shall fill in this form in accordance with the instructions indicated]

1. In consideration of the Board of Major Port Authorities of the Chennai Port, a body corporate under Major Port Authorities Act 2021 as Amended thereafter, under the Laws of India (hereinafter called "The Board" which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include the Board of Major Port Authorities of Chennai Port its successors and assigns) having agreed to exempt ____ (hereinafter called the "contractor") (Name of the contractor/s) from the demand under the terms and conditions of the contract, vide ____'s letter No. ____ (Name of the Department) date made between the contractors and the board for execution of ____ covered under **Tender No. M/OPS/F1** dated (hereinafter called "the said contract") for the payment of security deposit in cash or Lodgment of Government Promissory Loan Notes for the due fulfillment by the said contractors of the terms and conditions of the said contract, on production of a Bank Guarantee for Rs. ____ (Rupees ____) only we, the (Name of the bank and address) _____ (hereinafter referred to as "the Bank") at the request of the contractors do hereby undertake to pay to the Board an amount not exceeding Rs. _____ (Rupees _____) only against any loss or damage caused to or suffered or which would be caused to or suffered by the Board by reason of any breach by the contractors of any of the terms and conditions of the said contract.

2. We, (Name of the Bank), (Name of the Branch), do hereby undertake to pay the amounts due and payable under this guarantee without any demur merely on a demand from the board stating that the amount claimed is due by way of loss or damage caused to or which would be caused to or suffered by the board by reason of any breach by the contractors of any of the terms and conditions of the said contract or by reason of the contractor's failure to perform the said contract. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to any amount not exceeding Rs. _____ (Rupees ____) only.

3. We, (Name of bank and Branch), undertake to pay to the board any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the contractor(s) shall have no claim against us for making such payment.

4. We, (Name of Bank and Branch) further agree with the
Marine Department, CHENNAI PORT

board that the guarantee herein contained shall remain in full force and effect during the period that would be taken for performance of the said contract and that it shall continue to be enforceable till all the dues of the board under or by virtue of the said contract have been fully paid and its claims satisfied or discharged or till the(Name of the user department) of the said certifies that the terms and conditions of the said contract have been fully and properly carried out by the said contractors and accordingly discharge this guarantee. PROVIDED HOWEVER that the bank shall be the request of the board but at the cost of the contractors, renew or extend this guarantee for such further period or periods as the board may require from time to time.

5. We, (Name of Bank and Branch) further agree with the board that the board shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend the time of performance by the said contract or to extend the time of performance by the said contractors from time to time or to postpone for any time or from time to time any of the powers exercisable by the board against the said contractors and to forebear or enforce any of the terms and conditions relating to the said contract and we shall not be relieved from our liability by reason of any such variation or extensions being granted to be contractors or for any forbearance, act or omission on the part of the Board or any indulgence shown by the Board to the contractors or by any such matter or thing whatsoever which under the law relating sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.

8. We, _____ bank lastly undertake not to revoke this guarantee during its currency except with the previous consent of the board in writing.

9. Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed

Rs. _____ (Rupees _____ only);

b) This Bank Guarantee shall be valid upto _____; and

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

Date _____ day of _____ 20

For (Name of bank) (Name) Signature

SCHEDULE -IV**FORMAT FOR POWER OF ATTORNEY**

Dated:

To Whomsoever it May Concern

Mr.------(Name of the Person(s), domiciled at-----
------(Address), acting as------(Designation and name of the firm),
and whose signature is attested below, is hereby authorized on behalf of-----
------(Name of the Applicant) to provide information and respond to enquiries
etc. as may be required by the Port Authority or any government authority for
**FOR HIRING OF 1NO. 60 TON BOLLARD PULL OCEAN GOING TUG AND AS
EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY
ANOTHER 2 YEARS IN CHENNAI PORT** and is hereby further authorized to sign
and file relevant documents in respect of the above.

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.

(Attested signature of -----)

For -----(Name of the Applicant)

For------(Name of the Applicant)

SCHEDULE – V**FORMAT FOR POWER OF ATTORNEY (In case of Joint Venture) ***

(To be executed on non-judicial stamp paper of 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)

Know all men by these presents, we (name of firm with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms.(name and residential addresswho is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to “**Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port**” respectively including signing and submission of all documents and providing information/responses to Deputy Conservator, Chennai Port Authority, Chennai, representing us in all matters, dealing with Chennai Port Authority in all matters in connection with our bid for the said project.

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 theday of 20 .

(Signature of authorized Signatory)

.....

(Signature and Name in Block letters of Signatory) Seal of Company

Witness

Witness 1:

Name:

Address:

Occupation

:

Witness 2: Name:

Address:

Occupation:

***Notes:**

- i. *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.*

SCHEDULE - VI
FORMAT OF THE LETTER OF ACCEPTANCE

Date:

Deputy Conservator,
 Chennai Port Authority,
 No.1, Rajaji Salai,
 Chennai – 600001.

Dear Sir,

Sub: **TENDER FOR HIRING OF 1NO. 60 TON BOLLARD PULL OCEAN GOING TUG AND AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY ANOTHER 2 YEARS IN CHENNAI PORT – Reg.**

This has reference to the Proposal being submitted by us/Joint Venture in respect of the Contract for **Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port.**

in response to the tender document issued by Chennai Port Authority (ChPA).
 We hereby confirm the following:

1. We -----(name of firm/Joint Venture furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:
 - (a) The tender document issued by ChPA
 - (b) All subsequent communications between ChPA and the tenderer, represented by -----(name of the firm/ Joint Venture)
 - © The proposal being submitted by-----
 (name of the firm/ Joint Venture)
2. We agree to abide by the terms and conditions of the Tender Document, the commitments made at the clarification raised and the proposal being submitted by the Tenderer/Joint Venture in respect of the Charterer.
3. We also reaffirm that (name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Tenderer/Joint Venture 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

:

SCHEDULE – VII**BID SECURITY / EMD**

(Bank Guarantee shall be enforceable and encashable at chennai)

WHEREAS, _____ [Name of Bidder] (hereinafter called "the Bidder") has bid dated _____ [date] for the _____ [name of Tender] (hereinafter called "the Bid").

KNOW ALL PEOPLE by these presents that We _____ [Name of bank] of _____ (name of country) having our registered office at _____ (hereinafter called "the Bank") are bound unto The Chairman, Chennai Port Authority (hereinafter called "the Employer") in the sum of _____ for which payment well and truly to be made to the said Employer the Bank binds itself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of __20____

THE CONDITIONS of this obligations are:

- (1) If after Bid opening the Bidder withdraws his Bid during the period of bid validity specified in the Form of Bid;
or
- (2) If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity:
 - (a) fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - (b) fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders, or

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 135 (one hundred and thirty-five) days after the deadline for submission of Bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything mentioned above,

Our liability against this guarantee is restricted to Rs _____ (Rupees only) and unless a claim in writing is lodged with us 135 days after the deadline for submission of bid or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharges.

IN WITNESS WHEREOF this guarantee has been duly executed on this day
of 20

DATE _____ SIGNATURE OF THE BANK _____

WITNESS

_____ SEAL _____

SCHEDULE - VIII

PROFORMA OF INTEGRITY PACT

At the time of submission of bids, the bidders shall be allowed to submit the duly filled integrity pact on white paper in the prescribed format as given in Schedule –VIII and signed on all pages with witness. After awarding the work to the successful bidder, the successful bidder shall submit the integrity pact on Rs.100/- non-judicial stamp paper)

Note: “In case of a Joint Venture, all the partners of the joint ventures sign the Integrity Pact. In case of sub-contracting, the principle contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor”

GENERAL

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

BETWEEN

Chennai Port Authority, represented by Chairman, Chennai Port Authority,
Chennai hereinafter referred to as “THE PRINCIPAL” / “EMPLOYER”

AND

.....

represented by Shri hereinafter referred
to as “The BIDDER/CONTRACTOR”.

Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for (Name of the Contract / Project / Stores equipment / item). The Principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

In order 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 subsequent to

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

Enabling the PRINCIPAL/EMPLOYER to obtain the desired said stores / equipment at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and Enabling BIDDERS / CONTRACTORS 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 into 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 BIDDERS / CONTRACTORS alike, and will provide to all BIDDERS / CONTRACTORS the same information and will not provide any such information to any particular BIDDER / CONTRACTOR which could afford an advantage to that particular 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 Chairman / Chief Vigilance Officer of Chennai Port Authority 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 to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the post contract stage.

- i) The Bidder /Contractor will not enter with other Bidder / Contractors into any undisclosed agreement or understanding, whether formal or informal. This applies in particular 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 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 it has 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 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 principals, if any.
- vi) Bidder / Contractors 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 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 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 into any monetary dealings or transactions, directly or indirectly, with any employee of the Principal/Employer

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 makes 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 any one 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) The Performance Guarantee / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the P

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 (Chennai) , 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, in order 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'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 has restored /recouped the damage caused by him and has installed a suitable corruption prevention system, in such a case, it will be discretion of the Principal 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 (x) 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 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 tie, 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 Monitor)

1.	Shri. Vishnu Dev Misra IPS (Retd), B-702, Amogh, Vasundhara C.H.S Above Croma, J.V.P.D. Scheme, Juhu, Mumbai - 400049. Mobile No-9664737878. Email: vdmips@gmail.com	2.	Shri.Ranjan Kumar Ghose, IA&AS (Retd) DX-145 Kendriya Vihar, Sector 56, Gurugram-122011. Mobile No- 9810152001. Email: ranjankghose@gmail.com
----	---	----	--

- (a) The task of the Monitor shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitor 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 / procurement, 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 Chennai Port Authority.
- (e) The BIDDER / CONTRACTOR(s) 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 / Subcontractor(s) 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 and the 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 Chennai Port Authority 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 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 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, 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. Side agreements have not been made.

If the Contractor is a partnership or a Joint Venture, this agreement must be signed by all partners or Joint Venture 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.

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.

Validity

The validity of this Integrity Pact shall be from date of its signing and extend upto 5 years or the complete execution of the contract to the satisfaction of both the PRINCIPAL and the Bidder / Contractor 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 the Chennai Port Authority.

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 /Sub-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 before contract signing.
- (b) The Principal will enter into agreements with identical conditions as this one with all Bidders / Contractors and Sub-Contractors.
- (c) The Principal 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_____.

The Principal represented _____ BIDDER /
CONTRACTOR by the Chairman, Chennai Port Authority

Name of the Officer	Name
Designation	Designation
Witness1	Witness1
Name & address	Name &address
Witness2	Witness2
Name & address	Name &address
Place:	
Date:	

SCHEDULE – IX**LIST OF DOCUMENTS TO BE SUBMITTED BY THE TENDERER**

(To be Uploaded Online in Cover I – TECHNO- COMMERCIAL BID)

Sl. No	Clause Ref. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No.) & Ref. of page No.
1	Clause no.1.4 Notice Inviting Online	Schedule-XVIII to be complied.	
2	Cl.No. 15.a of Instructions for online bid submission	Bid Security/EMD	
3	Cl.No. 4.2 of Instruction to Bidders	Scanned notarized copy of CA certified auditor's balance sheet and Profit& Loss account Statement during last 3 years.	
4	Cl.No. 4.2 of Instruction to Bidders	Scanned notarized/self-attested copy of work order/Agreement and completion certificate for similar works.	
5	Cl.No. 48 of Special Condition of work	Proof for ownership for the 60 Ton BP Tug	
6	Cl.No.49.5 of Special condition of Work.	Details of present technical staff and their qualification, experience and key personnel for administration & execution of this contract and Co-ordinator.	
7	Cl.No.49.6 of Special condition of work.	Details of the Partners/ Directors	
8	Cl.No. 49.7 Special condition of work	Power of Attorney (Schedule IV and V) on stamp paper, in favour of person authorized to sign the tender document.	
9	Cl.No.49.8 of Special Condition of Work.	The copies of document in support of the legal status of the firm (Memorandum of Association, Article of Association or Partnership Deed as the case maybe.)	
10	Cl.No. 49.9 Special Condition of Work	Copies of original document defining the constitution or legal status, place of registration	

11	Cl.No. 49.10 Special Condition of Work	Detailed information regarding current litigation, if any, in which the Tenderer is involved.	
12	Cl.No.49.11 Special Condition of Work	Documentary proof to establish the experience, technical competency of the Tenderer in management and operation of the S h i p s/Vessels and any other	
13	Cl.No.49.12	Documents pertaining to Partnership firm/Joint Venture and details Joint Venture firm with whom entered into Agreement.	
14	Cl.No.3.1. of Scope of Work	Details of Technical specifications (Schedule-XI) of the 60 Ton BP ocean going ETV Tug offered.	
15	Cl.No. 4.2 of Instruction to Bidders	List of orders executed during last 7 years (Schedule – X). Copies for satisfactory completion of the works.	
16	Clause –III, Evaluation Process of Instruction for Online Bid Submission	Submission of a letter of self-declaration in the company / JV letter head stating that their firm is not blacklisted by any Major port	
17	Schedule-XVII	Local content declaration in the Rs.100/- Non-judicial stamp paper. Mentioning the percentage of local content and CA's certification on local Content	
18	Schedule-XVI	Certificate of the tenderer regarding restriction on procurement from a bidder of a country which shares a land border with India.	
19	Schedule-VIII	Integrity pact to be furnished as per this schedule	
20	Schedule-XIX	Bidders Bidding Capacity. Certified by Chartered Accountant.	
21	Schedule-XX	No Claim Certificate	

SCHEDULE – X**DETAILS OF PAST EXPERIENCE.****SIMILAR WORK EXPERIENCE FOR THE LAST SEVEN (7) YEARS ENDING ON 30th June 2025**

Please provide information only for “***Similar Works’ means Chartering or Supplying on hire including its Manning, Operation and Maintenance of Vessels.***

(Vessels mean Crafts, Tugs, offshore vessels, Ships, Dredgers, Mooring boats, Pilot launch, patrol boat)

Contractor’s Experience:

Sl. No.	Project Name	Project Value	Applicant's Share		Contract period	
			Amount	%	Date of commencement	Date of Actual completion
Individual Firm:						
1.						
2.						
In case of JV's						
A. Lead Member						
1.						
2.						
B. JV Member 1:						
1.						
2.						
C. JV Member 2:						
1.						
2.						

Note:

- i. The Tenderers/members of JV shall enclose the copy of Work Order for similar works, successful completion certificates from clients indicating the date of completion, actual value of work done, work order reference number and date. should be enclosed as required in eligibility criteria clause 4.2 of Section 1. The copy of document should be duly notarized or self attested and to be submitted.
- ii. Separate sheet for each works should be attached by the bidder/members of JV.

DATE:
WITH STAMP

TENDERER'S SIGNATURE

Signature of the Tender with date & Seal

SCHEDULE – XI**TECHNICAL SPECIFICATION OF 60 TON Ocean Going ETV TUG OFFERED BY THE TENDERER**

Technical Specification of 60 Ton Bollard Pull Tug		
1.	Name of the tug	
2.	Official No.	
3.	Call Sign	
4.	Gross Tonnage	
5.	Net Tonnage	
6.	Year of built	
7.	Bollard Pull (steady/sustain)	
8.	L.O.A.	
9.	Breadth(moulded)	
10.	Depth (moulded)	
11.	Draft(max)	
12.	Freeboard	
13.	Speed	
14.	Flag/Nationality	
15.	Port of registry	
16.	Main Propulsion Engines i. Make/Model No. ii. BHP/Eng iii. FO Consumption in lit/hr/engine at 100 %MCR	
17.	Propulsion and steering	
18.	Auxiliaries i. Total no of DG sets onboard ii. Make/Model No. iii. Rating of each DG set in KVA iv. Total shipload in KW/Watt v. Fuel oil consumption at 100 % MCR	
19.	Capacity	
20.	Fresh water capacity and consumption per day	
21.	Communication equipment (specify each eqpt)	

22.	Navigation Equipment (specify each eqpt)	
23.	Lube oil consumption	
24.	Manning (As per requirement of statutory authority)	
25.	Towing arrangement i. Towing winch(tons) ii. Towing hook(tons): SWL	
26.	External firefighting equipment with nos. and capacity and Class	
27.	Pollution fighting capability(specify	
28.	Towing lines	
29.	LSA/FFA Equipment	

Signature of the Tenderer with Seal

Note: Chennai Port will provide fuel at free of cost for the Tug during the tenure of the contract. Hence the Chennai port will declare the fuel to be provided to the Tug in Harbour Operation.

(i) Fuel for main Engine per hour per Engine is 100 Liters per Hour per Engine.

(ii) Fuel for DG set per hour per engine is 13 liters per hour per Engine

During the tenure of the contract, if the Tug fuel consumption exceeds the Chennai port declared fuel per hour per engine, 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.

SCHEDULE - XII
Firm's Financial Data:

Amounts in Rupees

Sl. No.	Particulars	Individual Firm	In case, JV Member's			Total
			Lead Member	JV Member 1	JV Member 2	
	Turnover					
1.	2021– 22					
2.	2022-23					
3.	2023-24					
Average of 3 years						

Note:

- i. 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 **Clause 4.2 of Section 1**. The copy of document should be duly notarized or self attested and to be submitted.
- ii. In case of JV, each member of JV should submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three-year.

DATE:
WITHSTAMP

TENDERER'S SIGNATURE

SCHEDULE – XIII
FORMAT FOR LETTER OF PARTICIPATION FROM EACH MEMBER OF JOINT
VENTURE

(On letter head of EACH member of JV)

Reference No.

Date:

From:

.....

.....

To

The Deputy Conservator,

Chennai Port Authority,

No.1, RajajiSalai,

Chennai – 600001.

TamilNadu

Dear Sir,

Subject: Submission of TENDER for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port Reference: Tender No :M/OPS/F1

(Members who are not the lead member of the group should add the following paragraph).*

We wish to confirm that our ----- has formed a Joint Venture with ----- *(insert names of all other members of the group)* for the purposes associated with tender Notice No.....dated.....

'The group is led by (M/s.....member to insert name of lead member) whom we hereby authorize to act on our behalf for the purposes of submission of Bid for the **TENDER for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port**" and authorize him to incur liabilities and receive instructions for and on behalf of any and all the Members of the Joint Venture.'

*(Member(s) being the lead member of the group should add the following paragraph) **

'In this group we act as leader and, for the purposes of applying for qualification, represent the group.' *(Common to all Members)*

In the event of our group being awarded the CONTRACT, we agree to be jointly with *(names of other members of our group)*..... and severally liable to the Chennai Port Authority, its successors and assigns for all obligations, duties and responsibilities arising from or imposed by the contract subsequently entered into between Chennai Port Authority and our group.

*I/We, further agree that entire execution of the contract shall be carried out exclusively through the Lead Member.

Yours faithfully, (Signature)

(Name of Authorized Signatory)

(Capacity of Signatory), Seal

*Delete as applicable

SCHEDULE -XIV**FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JOINT VENTURE**

(To be executed on non-judicial stamp paper of 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)

POWER OF ATTORNEY*

Whereas Chennai Port Authority has invited a bid from Applicants for “**TENDER for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port.**”

Whereas, the members of the Joint Venture comprising of M/s., M/s....., and M/s. (The respective names and addresses of the registered office to be given) are interested in submission of bids for the **TENDER for Hiring of 1 no. 60 TON BOLLARD PULL OCEAN GOING TUG AS ETV for a period of 5 years and extendable by another 2 years in Chennai Port** in accordance with the terms and conditions contained in the bid documents.

Whereas, it is necessary for the members of the JV to designate one of them as the Lead Member, with all necessary power and authority to do, for and on behalf of the JV, all acts, deeds and things as may be necessary in connection with the JV's bid for the project.

NOW THIS POWER OF ATTORNEY WITNESSETH THAT:

We, M/s., hereby designate M/s., being one of the members of the JV, as **the lead member** of the JV, to do on behalf of the JV, all or any of the acts, deeds or things necessary or incidental to the JV's bid for the **TENDER for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the Member(s) of the JV during the bidding process; and**

(a) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the Member(s) of the JV and to carry out the entire execution of the contract including payment for the work exclusively through Lead Member.

We hereby agree to ratify all acts, deeds and things lawfully done by lead member, 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 the Day of 20.

..... (Signature)

.....(Name in Block letters of Executant) Seal of Company

Witness 1:

Name:

Address:

Occupation:

Witness

2: Name:

Address:

Occupation:

***Notes:**

- i. To be executed by all the members of the JV except the lead member.*
- ii. 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.*

SCHEDULE - XV

Joint Venture Agreement

(To be executed on non-judicial stamp paper of appropriate value in accordance with relevant Stamp Act)

THIS JOINT VENTURE AGREEMENT is entered into on this the day of 20... **AMONGST**

1. { ... }
and having its registered office at (hereinafter referred to as the “**First Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

2. { ----- }
and having its registered office at (hereinafter referred to as the “**Second Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)

AND

3. (-----) and having its registered office at (hereinafter referred to as the “**Third Part**” which expression shall, unless repugnant to the context include its successors and permitted assigns)}

The above mentioned parties of the FIRST, SECOND and THIRD PART are collectively referred to as the “**Parties**” and each is individually referred to as a “**Party**”

WHEREAS,

Chennai Port Authority [hereinafter referred to as “Employer” has invited bid for the “**TENDER for Hiring of 1No. 60 Ton Bollard Pull Ocean Going Tug and as Emergency Towing Vessel for a period of 5 years and extendable by another 2 years in Chennai Port.**” by its Tender No.M/OPS/F1

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

That under this Joint Venture Agreement the work will be done jointly by the first party, second party and Third party in the name and style of

M/s _____.

It is further agreed by the Joint Venture members that _____ of M/s.

_____ has been nominated as Lead Member for the execution of the works.

1. The following documents shall be deemed to form and be read and construed as an integral part of this Joint Venture Agreement.
 - i) Notice Inviting Tender, and
 - ii) Tender documents
 - iii) Any Addendum/Corrigendum issued by Employer
2. The Parties are interested in jointly bidding for the Tender as members of a Joint Venture and in accordance with the terms and conditions of the Tender document. The 'Parties' have studied the documents and have agreed to participate in submitting a 'bid' jointly.
3. It is a necessary condition under the Tender document that the members of the Joint Venture shall enter into a Joint Venture Agreement.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

In this Agreement, the capitalized terms shall, unless the context otherwise requires, have the meaning ascribed thereto under the Tender.

2. Joint Venture

- 2.1 The Parties do hereby irrevocably constitute a Joint Venture for the purposes of jointly participating in the Tender.
- 2.2 The Parties hereby undertake to participate in the Tender only through this Joint Venture and not individually and/ or through any other Joint Venture constituted for this Tender, either directly or in directly or through any of their Associates.

3. Role of the Parties

The proposed administrative arrangement, participation, scope of activities to be performed and responsibilities for the execution of the work of each member shall be as under:

- a. First Party (lead Member):
 - Responsibilities (i).....
 - (ii).....
 - (iii).....
- b. Second Party:
 - Responsibilities (i).....
 - (ii).....
 - (iii).....
- c. Third party:
 - Responsibilities (i).....
 - (ii).....
 - (iii).....

4. Joint and Several Liability

The Parties do hereby undertake to be jointly and severally responsible for all obligations and liabilities relating to the contract as per the contract with the Employer and for the performance of contract awarded to their JV and shall be liable jointly and severally for the execution of the Contract in accordance with

the Contract terms.

The lead Member of the joint venture will provide suitable experienced personnel for at least 1 (one) position at site for the purpose of general planning and operations, during the whole period of contract execution.

5. **Shareholding**

- 5.1 The Parties agree that the proportion of shareholding among the Parties shall be as follows:

First Party:

Second Party:

Third Party

6. **JV Bank Account**

Parties declare that a separate JVBank Account ----- (distinct from the Bank Account of the individual Members) to which the individual members shall contribute their share capital and/or working capital.

Parties declare that the financial obligation of the JV shall be discharged through the said JV Bank Account only and also all payment received by JV from the Employer shall be through that account only.

7. **BID SUBMISSION**

Each Party shall bear its own cost and expenses for preparation and submission of the bid and all costs until conclusion of a contract with the Employer.

8. **VALIDITY**

This Agreement shall remain in force till the occurrence of the earliest to occur of the following, unless by mutual consent, the Parties agree in writing to extend the validity for a further period.

- a. The bid submitted by the Joint Venture is declared unsuccessful, or
- b. Cancellation/ shelving of the Project by the Employer for any reasons prior to award of work
- c. Execution of detailed JV agreement by the parties, setting out detailed terms after award of work by the Employer.

9 **INDEMNITY**

- a. Each party hereto agrees to indemnify the other party against its respective parts in case of breach/default of the respective party of the contract works of any liabilities sustained by the Joint Venture.
- b. For the execution of the respective portions of works, the parties shall make their own arrangements to bring the required finance, plants and equipment, materials, manpower and other resources

10. **Miscellaneous**

10.1 This Joint Venture Agreement shall be governed by laws of India.

10.2 The Parties acknowledge and accept that this Agreement shall not be amended by the Parties without the prior written consent of the Chennai

Port.

10.3 This Agreement is the legal and binding obligation of such Party, enforceable

in accordance with its terms against it; and

10.4 There is no litigation pending or, to the best of such Party's knowledge, threatened to which it or any of its Affiliates is a party that presently affects or which would have a material adverse effect on the financial condition or prospects or business of such Party in the fulfillment of its obligations under this Agreement.

IN WITNESS WHEREOF THE PARTIES ABOVE NAMED HAVE EXECUTED AND DELIVERED THIS AGREEMENT AS OF THE DATE FIRST ABOVE WRITTEN.

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of

LEAD MEMBER by:

SECOND PART

(Signature)

(Signature)

(Name)

(Name)

(Designation)

(Designation)

(Address)

(Address)

SIGNED, SEALED AND DELIVERED

SIGNED, SEALED AND DELIVERED

For and on behalf of THIRD PART

(Signature) (Name)

(Designation) (Address)

Notes:

1. The mode of the execution of the Joint Venture Agreement 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.

2. Each Joint Venture Agreement should attach a copy of the extract of the charter documents and documents such as resolution / power of attorney in favour of the person executing this Agreement for the delegation of power and authority to execute this Agreement on behalf of the JV Member.

Chennai Port Authority
Marine Department

Schedule-XVI

Format of Certificate for Tenders for Works under Rule 144 (xi) in the General Financial Rules (GFRs), 2017

To

(Name and address of Tender Inviting Authority)

DECLARATION BY AUTHORISED SIGNATORY OF THE FIRM

Dear Sir,

Ref: Your Tender No. _____ dated _____

I/We, _____ the _____ undersigned,
(full name), do hereby
declare, in my capacity as _____ of
M/s. _____ (name of bidder entity), that:

1. I have read the Orders (Public Procurement No. 1,2 &3) dt 23rd July 2020 & 24th July 2020 on the subject of Restrictions under Rule 144 (xi) of the General Financial Rule (GFRs), 2017 regarding restrictions on procurement from a bidder of a country which shares a land border with India.

2. I/we certify that M/s. _____ (name of bidder entity)

a) **is not from such a country.** I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. **OR,**

b) **is from such a country** (strike out whichever is not applicable), and has been registered with the Competent Authority. I hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered. [Where applicable, evidence of valid registration by the Competent Authority is attached]

3. I/We the Bidder agree and undertake that if the contract is awarded to us, we will not sub-contract or outsource any work and / or any part thereof to a contractor from such countries, unless such contractor is registered with the Competent Authority and proof of same is obtained. I / we hereby certify that this bidder fulfils all requirements in this regard and is eligible to be considered and I / We submit the proof of registration herewith [Wherever applicable, evidence of valid registration by the Competent Authority shall be attached]

4. I understand that the submission of incorrect data and / or if certificate / declaration given by M/s. _____ (name of bidder entity) is found to be false, this would be a ground for immediate termination and further legal action in accordance with law as per Clause 12 of Public Order on Restrictions under Rule 144 (xi) of the General Financial Rules (GFR's), 2017.

5. This declaration cum undertaking is executed by us through our Authorized signatory/ies after having read and understood the Office Memorandum and Order (Public Procurement No.1,2,3) dated 23rd and 24th July 2020 of Ministry of Finance, Department of Expenditure, Public Procurement Division, Government of India including the words defined in the said order which shall have the same meaning for the purpose of this Declaration cum Undertaking.

Executed at _____ On this the ____ day of _____

By Authorized Signatory

(Signature and Name)

Seal of the Bidder

*Note: Where applicable, evidence of valid registration by the Competent Authority shall be attached.

SCHEDULE – XVII

Local content Declaration & Self Certification as per the Government of India Order towards Public Procurement (preference to Make in India) vide Letter No.P-45021/2/2017-PP (BE-II), (revised) Dated:16-09-2020,

The bidders must upload Local Content Declaration & Self Certification under letter head of the bidder as per the Schedule-XVII which shall be attached as per this schedule in the tender document with signature and witness, failing which their bid is liable for rejection.

The successful bidder must submit such Local Content Declaration & Self Certification on Rs. 100/- Non-Judicial Stamp Paper before placement of order.

I, -----(Name of the Person(s), S/o. ----- at------(Address), working as------(Designation and name of the firm/company/partnership/Joint venture), and I have been authorized to sign the Declaration/ Self-Certification on behalf of firm/company/ partnership/Joint venture do hereby solemnly affirm and declare as under: That I will agree to abide by the terms and conditions of the policy of Government towards Public

Procurement (preference to Make in India) vide notification no: P-45021/2/2017-PP (BE-II), (revised) Dated:16-09-2020.

That the information furnished hereinafter is correct to be of my knowledge and belief and I undertake to produce relevant records before the procuring entity or any authority so nominated for the purpose of assessing the Local Content.

That the local Content for all inputs which constitute the said equipment has been verified by me and I am responsible for the correctness of the claims made therein. That in the event of the domestic value addition of the product mentioned herein is found to be incorrect and not meeting the prescribed value- addition norms based on the assessment of an authority so nominated for the purpose of assessing the Local Content, action will be taken against me as per the notification P-45021/2/2017-PP (BE-II), (revised) Dated:16-09- 2020.

I agree to maintain the following information in the company's record for a period of 8 years and shall make this available for verification to my statutory authority.

The Details of the location(s) at which the local value addition is made

- (i) Name and details of the Domestic manufacture
- (ii) Date on which this certificate is issued
- (iii) Product for which the certificate is produced
- (iv) Percentage of local content.

Signed by me at -----on ----/ /2024

Authorized Signatory

(Name of the Firm entity)

In presence of witness

1

2

SCHEDULE- XVIII
TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To

The Deputy Conservator
Chennai port Authority

Sub: Acceptance of Terms & Conditions of Tender for"_____"- Reg
Tender Reference No: _____ Dated: _____

**Name of Tender : - TENDER FOR HIRING OF 1NO. 60 TON BOLLARD PULL OCEAN
GOING TUG AND AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND
EXTENDABLE BY ANOTHER 2 YEARS IN CHENNAI PORT DEAR SIR,**

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender'
from the web site(s) namely:

as per your advertisement, given in the above mentioned website(s).

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

3. The corrigendum(s) issued from time to time by **Chennai Port Authority** too have also been
taken into consideration, while submitting this acceptance letter.

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

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

6. I / We certify that all information furnished by me/us is true & correct and in the event that the
information is found to be incorrect/untrue or found violated, then **Chennai Port Authority** shall
without giving any notice or reason therefore or summarily reject the bid or terminate the contract,
without prejudice to any other rights or remedy including my consent to take action as per Bid
Securing Declaration furnished.

7. I/we do hereby certify the Integrity Pact on white paper duly signed and other annexures
required to be submitted to ensure eligibility have been uploaded along with the Technical Bid.

Yours Faithfully,

(Signature of the Tenderer, with Official Seal)

Marine Department, CHENNAI PORT

SCHEDULE – XIX
CHENNAI PORT AUTHORITY

TENDER FOR HIRING OF 1NO. 60 TON BOLLARD PULL OCEAN GOING TUG AND AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE BY ANOTHER 2 YEARS IN CHENNAI PORT

(a) BIDDER'S BIDDING CAPACITY

SL No	Name of work/ Project and location	Owner of sponsoring organization	Contract value in lakhs Rs P.	Date of commencement as per Chartering/hiring of similar work	Stipulated date of completion	Upto date % progress of work	Remaining work in % (100 - Column 7)	Existing commitment (B) = column 4 x column 8/100	Name and address /telephone Number of officer to whom Reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10	11
Total of (B)=										

Note: The bidder should possess the bidding capacity as calculated by the specified formula. **Bid capacity shall be submitted by all the JV partners.**

Bid capacity = (A x N x 1.5) - B, where

'N' = Number of years prescribed for completion of the subject contract. (N= 5 years)

'A' = maximum value of works executed in any one year during the last five years (updated at the current price level @ simple rate of (7%) seven percent per annum), taking into account the completed as well as works in progress.

'B' = Value (updated at the current price level at simple rate of 7% per annum) of the existing commitments and ongoing works to be completed in the next 'N' years.

Certificate: - I certify that all the awarded and ongoing works have been included in the above list.

**Signature of Chartered Accountant Seal & Signature of with Seal
(With UDIN and Membership No) Bidder**

To be uploaded online)**(b) SUMMARY OF CURRENT CONTRACTS**

Description of work	Name of Contract and client	Value of work	Value of pending work	Completion Date	
				Scheduled	Estimated

NOTE:

1. Tenderer shall provide information on their current commitment on all contracts that have been awarded or for which a letter of intent or acceptance has been received or for contracts approaching completion but for which, full completion certificate has yet to be issued.
2. The statement should be counter signed by Chartered accountant.
3. Current contracts shall be submitted by all the JV partners.

Signature
(Authorised Signatory)

Schedule XX

No Claim Certificate

(Refer Para 6.6.1)

(On company letterhead)

To,

(Contract Executing Officer)

Procuring Entity_____

NO CLAIM CERTIFICATE

Sub: **Contract Agreement no. ----- dated -----for the supply of -----**

We have received the sum of Rs. (Rupees

_____ only) in full and final settlement of all the

payments due to us for the supply of _____

under the above mentioned contract agreement, between us and Government of India.

We hereby unconditionally, and without any reservation whatsoever, certify that with this payment, we shall have no claim whatsoever, of any description, on any account, against Procuring Entity, against aforesaid contract agreement executed by us. We further declare unequivocally, that with this payment, we have received all the amounts payable to us, and have no dispute of any description whatsoever, regarding the amounts worked out as payable to us and received by us, and that we shall continue to be bound by the terms and conditions of the contract agreement, as regards performance of the contract.

Yours faithfully,

Signatures of contractor or

Officer authorised to sign the contract documents

on behalf of the contractor

(Company stamp)

Date:_____

Place:_____



CHENNAI PORT AUTHORITY
No.1 Rajaji Salai
Chennai – 600 001

Tender No. M/OPS/F1

**TENDER FOR CHARTERING OF 1 NO 60 TON BOLLARD PULL
OCEAN GOING TUG FOR UTILIZATION AS EMERGENCY TOWING
VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE FOR
FURTHER PERIOD OF TWO YEARS IN CHENNAI PORT AUTHORITY**

THROUGH E-PROCUREMENT MODE

Volume – II
(Price Bid)

Due Date of online submission : 15.00 Hrs. on 28.07.2025
Due Date & Time of bid opening : 15.00 Hrs. on 29.07.2025

TENDER FOR CHARTERING OF 1 NO 60 TON BOLLARD PULL OCEAN GOING TUG FOR UTILIZATION AS EMERGENCY TOWING VESSEL FOR A PERIOD OF 5 YEARS AND EXTENDABLE FOR ANOTHER PERIOD OF TWO YEARS IN CHENNAI PORT AUTHORITY

EACH BILL OF QUANTITIES

The BoQ can be downloaded from www.eprocure.gov.in. This BoQ template must not be modified / replaced by the bidder and the same should be uploaded after filling the relevant columns or else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the bidder name and values only.



चेन्नै पत्तन प्राधिकरण

नं 1, राजाजी सालै, चेन्नै - 600001

निविदा सं एम/ओपीएस/एफ 1

चेन्नै पोर्ट में पाँच साल की अवधि के लिए तथा और
दो साल तक बढ़ाने की अवधि के लिए आपात टोविंग
जहाज के रूप में प्रयोग हेतु 60 टन बुलार्ड पुल ओशन
गोइंग टग के हायरिंग हेतु निविदा

ई खरीदारी मोड द्वारा

वाल्यूम -1

तकनीकी बिड

आनलाइन प्रस्तुतीकरण की देय तारीख : 28.07.2025 को 15.00 घंटे

बिड खोलने की देय तारीख व समय : 29.07.2025 को 15.00 घंटे