



KAMARAJAR PORT LIMITED

MARINE SERVICES DEPARTMENT

Tender No: KPL/MS/TUGS/50T/2017

(Only Through e - Tendering Mode)

**RE-TENDER FOR CHARTERING OF
Two (2) Nos 50T Bollard Pull Tugs
At 90% MCR (Two Covers System) for a period of 7 years and
Extendable up to maximum of Two years**

**TECHNO COMMERCIAL BID
(COVER I)**

**Cost of Tender Document
Inclusive of 12% GST (Non-refundable) Rs.11, 200/-**

**Marine Services Department,
KAMARAJAR PORT LIMITED,
Vallur Post Near NCTPS,
CHENNAI - 600 120
E.Mail: gm-ms@kplmail.in & balan@kplmail.in
Website: www.ennoreport.gov.in**

KAMARAJAR PORT LIMITED MARINE SERVICES DEPARTMENT Tender No: KPL/MS/TUGS/50T/2017	
RE-TENDER FOR CHARTERING Two (2) Nos 50T Bollard Pull Tugs At 90% MCR (Two Covers System) for a period of 7 years and Extendable up to maximum of Two years BY KAMARAJAR PORT LIMITED	
Starting date for Sale of Tender Documents from (on all working days) KPL Website	03.08.2017 at 1500 Hrs
Last date for receiving queries in connection with tender documents by KAMARAJAR PORT LIMITED (Prior to Pre Bid Meeting)	16.08.2017 at 1000Hrs
Pre Bid Meeting	16.08.2017 at 1100Hrs
Last Date for submission of Tenders	04.09.2017 at 1500 Hrs
Opening of Techno Commercial Bids (Cover - I)	05.09.2017 at 1500 Hrs

NOTICE INVITING TENDER

KAMARAJAR PORT LIMITED

Tender No: KPL/MS/TUGS/50T/2017

RE-TENDER FOR CHARTERING OF

Two (2) Nos 50T Bollard Pull Tugs

**At 90% MCR (Two Covers System) for a period of 7 years and
Extendable up to maximum of Two years**

On line tenders are invited for the above work as per the details given below through e-procurement mode on website eprocure.gov.in

i)	Cost of Tender Document (inclusive of 12% GST)	Rs.11,200/-
ii)	Estimated cost	<u>Rs. 88,67,89,400/-</u>
iii)	Earnest Money Deposit	Rs.64,33,947/- to bid for one 50T BP tug only Rs.1,08,67,894/- to bid for two 50T BP tugs.
iv)	Sale of Tender Document	03.08.2017 at 1500 Hrs
v)	Pre Bid Meeting	16.08.2017 at 1100 Hrs
vi)	Last date & time of submission of Tender document	04.09.2017 at 1500 Hrs.
vii)	Date and time of opening of Technical Bid	05.09.2017at 1500 Hrs.

Tender documents can be downloaded from Kamarajar Port **Website**

<http://www.ennoreport.gov.in> on or before the last date of sale of tender document. For further details bidders may contact **GM (MS) /CM (MS)** Kamarajar Port Limited, Nr NCTPS, Vallur Post, Chennai - 600120.

General Manager (MS)

KAMARAJAR PORT LIMITED

KAMARAJAR PORT LIMITED		
MARINE SERVICES DEPARTMENT		
Tender No: KPL/MS/TUG/50T/2017		
RE-TENDER FOR CHARTERING OF		
Two (2) Nos 50T Bollard Pull Tugs		
At 90% MCR (Two Covers System) for a period of 7 years and		
extendable up to maximum of two years		
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KAMARAJAR PORT LIMITED
MARINE SERVICES DEPARTMENT
TENDER NO. KPL/MS/TUG/50T/2017

TENDERS ARE INVITED THROUGH e-TENDERING MODE BY TWO COVER SYSTEM FOR Two (2) Nos 50T BOLLARD PULL TUG by KAMARAJAR PORT LIMITED FOR A PERIOD OF SEVEN (7) YEARS & EXTENDABLE UP TO Maximum of Two (2) years with same terms and conditions AT THE DISCRETION OF KPL.

1. INSTRUCTIONS TO BIDDERS

1.1 E-tenders are invited by Two Covers system by Kamarajar Port Limited from experienced and eligible Bidders meeting the minimum qualifying criteria and specifications. The first cover shall contain Techno-Commercial bid & second cover shall contain the Price bid. Tender / Bid submitted through e-Procurement mode only will be taken up for the purpose for evaluation.

1.1.2 The tugs are required for carrying out round the clock shipping operations in the harbour and within the limits of Kamarajar Port. The tugs may also be required to operate outside the Port limits and/or otherwise in neighboring ports, whenever required/ in case of emergencies without changing manning pattern of the Tugs as prescribed by authority of Kamarajar Port subject to obtaining No Objection Certificate /Dispensation from DG (Shipping) and/or Tamil Nadu Maritime Board for movement of Tugs without voyage permission at the discretion of KPL.

1.1.3 The Bidders may offer tugs of more than required **bollard pull power i.e. above 50 Ton instead of Kamarajar Port's requirement of Two (2) Nos 50Ton bollard pull tugs. However, during evaluation, offers of higher bollard pull shall be considered on par with offers of 50Ton respectively and no weightage shall be sought or given for tugs beyond the requirement.**

1.2 The tender document can be downloaded from KAMARAJAR PORT LIMITED website - **www.ennoreport.gov.in** & **www.eprocure.gov.in** Those Bidders who download the tender documents from the website shall remit a sum of **Rs.11,200/- (Inclusive of GST @ 12%) (Rupees Eleven Thousand Two Hundred only)** by Demand Draft (non refundable) drawn in favour of "KAMARAJAR PORT LIMITED" on any Nationalized/Scheduled Bank payable at Chennai towards the cost of the tender documents . **The demand draft towards the cost of tender documents to be send to the following address on or before the time of Pre Bid Meeting.**

The General Manager (MS)
Kamarajar Port Limited
Vallur Post
Chennai-600 120,
Tamilnadu, India.

1.3 The Tender documents viz., Techno-Commercial bid shall be uploaded signed, dated and stamped on all pages of tender documents, and Price bid in all pages should be uploaded in the website.

No price bid needs to be submitted to port in physical format. Only online price bid submission is allowed. Please ensure that to upload all supporting documents to substantiate the technical bid in the E- procurement mode only and ensure it is legible.

Acceptance of Integrity Pact has to be uploaded along with the technical bid and hard copies of Integrity Pact, EMD Amount and Cost of Tender Document Amount to be submitted to the port latest prior opening of technical bid.

1.4 EARNEST MONEY DEPOSIT (EMD)

1.4.1 The tender shall be accompanied by Earnest Money Deposit. The EMD amount required to be submitted at the above address (as said above in Clause 1.2) for the RE-TENDER FOR CHARTERING of the tugs is as mentioned below for respective bidders basis average charter hire of three tugs :

1.4.2 EMD amount for bidders willing to bid for one (1) 50T BP tug only, is **Rs. 64,33,947/-**

1.4.3 EMD amount for bidders willing to bid for two (2) 50t BP Tugs only, is **Rs. 1,08,67,894/--**

1.4.4 Bidders are eligible to participate only based on the EMD amount remitted respectively as per **1.4.2 & 1.4.3** .

1.4.5 The EMD shall be paid by Demand Draft payable at Chennai drawn in favour of “KAMARAJAR PORT LIMITED” payable at any Nationalized / Scheduled Bank having its Branch office at Chennai.

The EMD amount may also be paid by an unconditional and irrevocable Bank Guarantee encashable and enforceable at Chennai from any Indian Nationalized / Scheduled Banks in India shall be given. The Bank Guarantee shall be valid for a minimum period of 240 days from the date of opening of the Tender and given in the format of Schedule VII of the tender Document.

The offers not accompanied by EMD, the Cost of Tender Document Amount and Acceptance of Integrity Pact will be summarily rejected.

1.4.6 The EMD of unsuccessful Bidders shall be returned within 30 days from the issue of Letter of Award (LOA) to the successful Bidder. The EMD of the successful Bidder shall be refunded only on receipt of Performance Guarantee and signing of the Agreement as stipulated in the tender.

1.4.7 KPL reserves the right to forfeit the EMD in respect of successful Bidder, if he fails to enter into a contract and furnish the necessary Bank Guarantee towards performance within 15 days of issue of Letter of Acceptance (LOA).

1.4.8 No interest will be payable on the EMD.

1.5 PRE QUALIFYING CRITERIA: Basis average charter hire of two tugs (OWNERSHIP, EXPERIENCE, TURN OVER and ACCEPTANCE OF INTEGRITY PACT):-

The Bidder must fulfill the following criteria to prove the techno-commercial competence and submit the documents in support thereof. **ALL DOCUMENTARY PROOF ATTACHED SHALL BE IN ORIGINAL OR ATTESTED BY NOTARY.**

The proof of eligibility as detailed in the eligibility clause and the Demand Draft of EMD, Cost of Tender Document & Acceptance of Integrity Pact must be scanned and uploaded in the e-procurement website.

1.5.1 EXPERIENCE

Bidder should own the Crafts or if the Crafts is/are not owned by the Bidder, he should have entered into an Agreement on or before the last date of submission of the tender with the owner of the Craft for deploying them at Kamarajar Port Limited for the duration of the contract period and shall submit the valid document to prove the same. The Bidder shall also submit full Technical Specification of the Craft offered along with the supporting documents, drawing, etc.

The owner and/or those who have entered into Agreement with the owner of the Craft should have during the last **7 years ending 31.12.2016 successfully completed chartering/ supplying on hire on wet lease of tugs/offshore vessels/ships including its manning, operation and maintenance of vessels or manning and operation of Tugs, Offshore vessels/ ships or both.**

For bidders those willing to Participate and bid to Supply for only one (1) No 50T Tug:

- i) **Three** similar works each costing not less than Rs. 17,73,57,880/- (amount **40%** of the present estimated cost)

OR

- ii) **Two** similar works each costing not less than Rs. 22,16,97,350/- (amount **50%** of the present estimated cost)
OR
- iii) **One** similar work costing not less than Rs. 35,47,15,760/- (amount **80%** of the present estimated cost)

For bidders those willing to Participate and bid to Supply for two (2) Nos 50T Tugs:

- iv) **Three** similar works each costing not less than Rs. 35,47,15,760/- (amount **40%** of the present estimated cost)
OR
- v) **Two** similar works each costing not less than Rs. 44,33,94,700/- (amount **50%** of the present estimated cost)
OR
- vi) **One** similar work costing not less than Rs. 70,94,31,520/- (amount **80%** of the present estimated cost)

Similar Works means **chartering/ supplying on hire on wet lease of tugs/offshore vessels/ships including its manning, technical operation and maintenance of vessels or manning and technical operation of Tugs, Offshore vessels/ ships or both.**

Details of documents to be submitted as per Clause: 1.6.7

1.6.1 OWNERSHIP OF TUG ON CHARTER

The Bidders having experience in chartering/supplying on hire on wet lease of tugs/offshore vessels/ships including its manning, technical operation and maintenance of vessels or manning and technical operation of tugs, offshore vessels/ships or both are eligible and shall either own the craft offered for charter to the KPL or shall have joint venture with owner of craft or have the craft on hire/charter/sub-charter or in legal possession on contractual obligation or should have entered into an agreement with the owner of the craft 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 Techno – Commercial bid. The Bidder's agreement and/or MoU with builder in case of newly built or Seller in case of purchased will be accepted however all certificates / documents are to be submitted as per scope of work section 3.1 and schedule VIII & X including the certificate issued by IRS OR IACS regarding FiFi class and bollard pull. However bidder has to submit Indian certificate of registry issued by competent authority before opening of price bid either by fax/post/email or by hand. Also for bid evaluation DG S.D.CIRCULAR – 2/2002 and /or further amendments will stand.

In case the tenderer does not own the vessel at the time of submission of tender, he may submit letter of authority/ MoU with builder in case of newly built or seller in case of purchase for the said vessel. However all certificates/ documents are to be submitted as per scope of work Section 3.1 and schedule VIII & X including the certificate issued by IRS or IACS regarding FiFi class and Bollard pull.

1.6.2 Joint Venture

In case of Joint Venture/Consortium, a lead partner/partner-in-charge shall be identified in the Joint Venture Agreement and the lead partner/partner-in-charge of the consortium shall meet the pre-qualification criteria (Experience, Turnover & Acceptance of Integrity Pact)

1.6.3 The broad specifications of the required craft are given in “Scope of Work” and the craft offered shall have these minimum requirements.

1.6.4 The agreement with Builder or Seller of the Craft offered shall mention the details of specifications of the Craft, charter/ delivery period, Classification Society approvals, Inspection, Trials, etc. The Agreement, Memorandum & Articles of association of the joint venture companies/firms, PAN cards must be uploaded as per schedule VIII. PF and ESI No if any must also be uploaded along with techno-commercial bid.

1.6.5 The Craft delivered for operation at the port shall be of the same Technical Specifications mentioned in Bidder’s offer and in case of any deviation in technical specification of these Craft, they will not be accepted.

1.6.6 TURNOVER

1.6.6.1 Turn over :

The **average** annual turnover of the Bidder for the last three years i.e. 2013-14, 2014-15, 2015-16 should be at least **30%** of the estimated cost. The Bidder should submit a copy of Annual Reports audited by Chartered Accountant for the last 3 years i.e. 2013-14, 2014-15, 2015-16 giving the audited profit and loss account and balance sheet. Any certificate in this regard only from the Bidder will not suffice.

For bidders those willing to Participate and bid to Supply for only one (1) No 50T Tug:

Average annual financial turnover of the firm during the last three years i.e. 2013-14, 2014-15, 2015-16 should not be less than 30% of the estimated cost i.e. Rs.13,30,18,410/-

For bidders those willing to Participate and bid to Supply for only two (2) Nos 50T Tug:

Average annual financial turnover of the firm during the last three years i.e. 2013-14, 2014-15, 2015-16 should not be less than 30% of the estimated cost i.e. Rs 26,60,36,820/-

1.6.7 TECHNICAL SPECIFICATIONS (for TECHNO-COMMERICAL BID):

The Craft offered shall be of the specifications given in the “Scope of Work”. Those offers which do not meet these minimum specifications shall be rejected.

The following documents (Notarized) shall be scanned and uploaded along with techno-commercial bid on or before the last date of submission of tender.

- 1.6.7.1** GA Plan
- 1.6.7.2** Make model No., BHP, Fuel Oil consumption per hour at 100% MCR of main engine and Auxiliary engine (supported by technical data sheet of the Engine manufacturer/Sea Trial Certificate/ Shop floor test or any other supporting document from the manufacturer as this information is required for evaluating the price bid.
- 1.6.7.3** Copies of Registration Certificate, Certificate of Class, and latest bollard pull certificate issued by IRS/ IACS Class Society (not exceeding 6 months from the date of submitting the tender). If the certificate of Bollard pull test is older than six months from the last date of submission of the bid then a fresh bollard pull test has to be carried out at Kamarajar Port prior to deployment at the contractor’s cost. Any other certificates which support the data of Schedule (X) and Clause 3.1 of this tender document.
- 1.6.7.4** The proof of ownership of the Crafts offered as mentioned in clauses 1.6.1
- 1.6.7.5** 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 Services Department shall be furnished.
- 1.6.7.6** The Name of partners/ Directors indicating their responsibility and holding in the firm/company.

- 1.6.7.7** In case of partnership / Limited / Joint venture companies / consortium, the Power of attorney on stamp paper in favour of the person authorized to sign all the documents relating to the tender.
- 1.6.7.8** 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.) and Copy of PAN Card of the company.
- 1.6.7.9** 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.
- 1.6.7.10** The information regarding any current litigation in which the Bidder is involved.
- 1.6.7.11** Documentary proof to establish the experience, technical competency of the Bidder in management and operation of the Ships /Vessels and other relevant details such as copies of Work orders/Agreements, Satisfactory completion certificate.
- 1.6.7.12** The details of the joint venture firm / foreign firm with whom the Bidder has entered in to agreement should be produced with documentary evidence.
- 1.6.7.13** While evaluating the bids Kamarajar Port Limited may seek any other details / documents which it may feel as necessary to ascertain and establish the competence of the Bidder. In case of failure or refusal to furnish such details within the given time limit, Kamarajar Port Limited shall evaluate the bids on the merits of the available documents.
- 1.6.7.14** Acceptance of Integrity Pact has to be uploaded along with the technical bid and hard copy has to be submitted to the port along with EMD and Cost of Tender Document.
- 1.6.8** **“PRICE BID”** and shall contain the details as given in Each Bill of Quantities (BoQ) (i.e. Cost Schedule – Charter Rates) of the tender document as issued and shall be complete in all respects in the prescribed format in the website.

The Charter Rate Shall Be Quoted Strictly As Per The Cost Schedule Given In Each Bill of Quantities (BoQ) Of The Tender Document I.E, Charter Rate Per Each Tugs Per Day Separately. The Bidders Are Directed To Comply With The Directions While Submitting The Tender. Those Price Bids Not Conforming To The Format In Each Bill of Quantities (BoQ) Will Be Summarily Rejected.

- 1.6.9 Over-writing in the Performa of Schedule-X of the Tender Document is not permitted.**
- 1.6.10** In case, the rate given in figure and word differs, **the rate written in words shall be final and taken for evaluation purpose.**
- 1.6.11** The tender shall be uploaded in two Covers system (i.e. Cover I is Techno- Commercial Bid and Cover II is Price bid) submitted in all respects.
- 1.6.12** EMD, Cost of Tender document & Acceptance of Integrity Pact should be sent to KPL in a sealed cover. This sealed cover shall be addressed to the **General Manager (MS)**, KAMARAJAR PORT LIMITED, Nr NCTPS, Vallur Post Chennai 600120 and shall be super-scribed as **“RE-TENDER FOR CHARTERING OF Two (2) Nos 50 TON BOLLARD PULL TUGS at 90% MCR (EMD, Tender Document cost & Acceptance of Integrity Pact) for KAMARAJAR PORT LIMITED”**.
- 1.6.13** **The Bidder shall not put any conditions in the Tender document or in price bid. Any condition in the price bid shall disqualify the Bidder and the tender shall be rejected. The price bid shall be submitted in format of the Each Bill of Quantities (BoQ) /price bid in the website only. The Bidder shall not indicate his rate anywhere directly or indirectly in the documents in Cover-‘I’ (Techno- Commercial Bid).** 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.
- 1.6.14** Any bid not submitted through e procurement method will be not be considered.
- 1.6.15** The Crafts offered by the Bidder as per the technical specification submitted by them in the Schedule X shall only be deployed for operation if the offer of the Bidder is accepted. Upon acceptance the offered Tugs should be made available by 20.10.2017 and within a week i.e by 28.10.2017 the contractor should complete all the tests prescribed and submit certificates to GM (MS) or his representatives and thereby commence operations by 01.11.2017 0600 hrs.
However, in case the Bidder is not in a position to deploy the offered tugs by 20.10.2017, Bidder will be allowed to provide sister/ similar Crafts or substitute Crafts with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates after acceptance by KPL. In case, the fuel consumption of the sister/ similar/substitute Crafts at 100% MCR exceeds the fuel oil consumption of offered tugs at 100% MCR, then the port would

recover the cost towards the excess consumption of fuel, as per the following formula:

- 1) Fuel oil Consumption in litres/hour at 100% MCR of sister/substitute tug(s) = A
- 2) Fuel Oil Consumption in litres/hour at 100% MCR of offered tug(s) = B
- 3) Cost of fuel (prevailing IOC Rate) = C
- 4) Actual running hours = D
- 5) Cost to be recovered = (A-B)xCx D

A & B will be calculated based on F.O. consumption of main engine at 100% MCR for both engine + F.O. consumption of auxiliary engine of generator at 100% MCR per hour

MCR (Maximum Continuous Rating) is defined as the maximum output (kW) that a generating station is capable of producing continuously under normal conditions.

In case the offered Crafts or sister/ similar tug/s or substitute tug/s with similar/better specification (in sea worthy and efficient condition and all valid documents is/are not deployed by 01.11.2017, liquidated damages will be levied and the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.

However, sister/ similar/substitute Crafts 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 Crafts within the 90 days failing which, the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.

1.6.16 The successful Bidder shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

1.6.17 The tender shall be prepared, signed and submitted only by such Firm/consortium/Corporation / Joint venture entity/Company in whose name the tender documents have been purchased. All pages of the tender shall be signed. The Bidder shall submit the tender duly completed and shall be without any alterations, interlineations, corrections or erasures except those in accordance with the addendum (s) corrigendum (s) so issued by the port or as may be required and necessary to correct errors made in the tender earlier. All such cancellations/alterations/amendments/ changes shall be initialed by person(s) signing the tender and duly authorized. If any discrepancies are observed between figures and words in the rates quoted, while evaluating the bid, the rates quoted in words shall supersede the rates quoted in figures.

1.6.18 The Bidder shall quote the price payable as charter hire per day in Each Bill of Quantities (BoQ) in **Indian Rupees only**. No other

currency would be accepted. Any offers received in other currencies will be treated as **“Non Responsive”** and will not be considered for further evaluation.

- 1.6.19** The Bidder must submit all details, documents etc, as required in the tender and fill all the annexure of the tender documents and also fill in the format given in Scheduled VIII (List of documents submitted by the Bidder) for submission for all documents. In case the Bidder fails to do so, it shall not be treated as Responsive Offer.

1.7 PRE-BID MEETING :-

- 1.7.1 A Pre-Bid Meeting will be conducted on 16.08.2017 at 1100 hrs** to discuss specifications and tender conditions.

- 1.7.2** Only those Bidders, who have downloaded the tender documents and **produce valid proof** for having submitted the Demand Draft drawn in favour of “Kamarajar Port Limited” towards the cost of Tender documents, shall be allowed to participate in the pre-bid meeting.

Those Bidders who have remitted the cost of the above said web site downloaded Tender documents on or before the date mentioned for pre bid meeting shall only be permitted to:

- a) Send queries for the pre bid meeting
- b) attend the pre-bid meeting and

Failing which, the Bidder will not be permitted to

- a) Send queries for the pre bid meeting
- b) attend the pre-bid meeting and

The amount paid in any other form or paid in any other way except as specified above will not be taken into account and will be rejected.

- 1.7.3** The prospective Bidders who require clarification on the tender document may send their questionnaire to the General Manager (MS) by post or fax. The questionnaire should reach the Office of the General Manager (MS) on or before of the Pre bid Meeting at the address

**General Manager (MS)
Kamarajar Port Limited
Vallur Post Nr NCTPS
Chennai - 600120.**

Email: gm-ms@epl.gov.in & balan@epl.gov.in

Phone No: 044-27950030-40

1.7.4.1 After the pre-bid meeting the reply to the questionnaires shall be compiled and notify all parties who have purchased the tender documents regarding publication of addendum /corrigendum in KPL website. The reply shall be a part of the tender document. Before submission of tenders by the Prospective Bidders, if the KAMARAJAR PORT LIMITED desires to issue any clarification to the Tender Document, the clarification issued shall be addendum, corrigendum to the Tender Document and will be published in KPL website.

1.8 SUBMISSION & CLOSING OF TENDER:

1.8.1 The Bidder shall submit their offers (Techno-Commercial Bid and Price Bid) through **e-procurement mode only**. The acknowledgement of deposit /receipt/ copy of Demand Draft towards the Cost of Tender Document and Demand Draft / BG towards EMD and Acceptance of Integrity Pact has to be uploaded at the time of submission of bid and the originals (Hard copies) should be submitted positively before opening the technical bid. The original (Hard copies) may be submitted by post, courier or by hand at KPL Port Office, Vallur Post, Chennai – 120

The Tender shall be prepared, signed and submitted only by that Firm/Corporation/Joint Venture/Company in whose name the tender documents are purchased (DD is submitted).

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

1.9 OPENING OF THE TENDERS:-

1.9.1 The Techno-Commercial Bid (i.e.) Cover - I will be opened at 1500 hrs on **05.09.2017** at **KAMARAJAR PORT LIMITED Nr NCTPS Vallur Post Chennai 600120**. In the presence of one authorized representative of Bidder, whose tender has been received on or before the due date and time. The authorized representatives should have the letter from the company/firm indicating he will represent on behalf of his company.

1.9.2 The offers not accompanied by EMD amount, Cost of Tender Document & Acceptance of Integrity Pact as mentioned in Clause 1.4 will be summarily rejected and the representative will not be allowed to participate in the Tender Opening.

- 1.9.3** The Cover - II (Price Bid) of the Pre-Qualified Bidders will be opened on the date and time so fixed by the General Manager (MS), KAMARAJAR PORT LIMITED and intimated to all the Pre-Qualified Bidders. One authorized representative of the Pre-Qualified Bidders shall be permitted to attend the opening of the Price Bid.

1.10 RESPONSIVE OFFER

The KAMARAJAR PORT LIMITED will scrutinize the tenders to determine whether the tender is responsive to the requirements of the Tender Documents, including Technical Specifications without any deviation or reservation. An **offer shall be considered responsive**, if the Tender documents:

- (i) Are received by the due date and time including such extension thereof.
- (ii) Is signed, sealed and marked as stipulated and uploaded.
- (iii) Contains all the information as requested in the tender documents and the covering letter in the format specified in Schedule II and list of documents submitted in Schedule VIII
- (iv) contains information in formats same as those specified in this tender documents;
- (v) Mentions the validity period as set out in Clause 1.12 of the Tender;
- (vi) is accompanied by the MoU (for a Joint Venture) as stipulated. In case of MoU it shall be clearly mentioned that all the parties to the joint Venture are jointly and severally liable to the KAMARAJAR PORT LIMITED in the execution of the Contract/ A declaration from the board of the directors of the companies to this effect.
- (vii) is accompanied by MoU with experienced Operator, if applicable.
- (viii) is accompanied by the power of Attorney as specified, in Schedule- IV or Schedule - V as applicable.
- (ix) Acceptance of Integrity Pact has to be uploaded along with the technical bid and Original (hard copy) has to be submitted to the port along with EMD and Cost of Tender Document.
- (x) 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.

While submitting the clarification regarding the Techno-Commercial Bid, the Bidder shall not be allowed to change the Price. In case, the Bidder desires to change Price, the Tender shall be rejected and EMD forfeited.

1.11 NON-RESPONSIVE OFFER

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

- (i) The Bidder includes/adds any condition in the Price Bid;

- (ii) All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
- (iii) The Charter Rate is not quoted in Each Bill of Quantities (BoQ) as per the instructions given in the Tender Document.
- (iv) The rates are quoted in a currency other than Indian Rupees.
- (v) Tenders directly submitted by any foreign firms without joint venture agreement with an Indian firm.
- (vi) Tender without proof for ownership/legal possession or contractual obligation of the Crafts/ experience.
- (vii) Tenders submitted without mentioning in detail the specification of the Crafts offered or those found non conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.
- (viii) Tenders without furnishing the proof for average annual turnover for the last three years and other financial reports as mentioned in Clause 1.6.6
- (ix) The Tenders submitted without the EMD, Cost of Tender Document & Acceptance of Integrity Pact as mentioned in clause 1.4
- (x) 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.

The KAMARAJAR PORT LIMITED reserves the right to reject any offer that is non-responsive on the grounds listed in the Tender condition or for any other reasons. The Port will not entertain any requests for alteration, modification, substitution or withdrawal in respect of such offers.

1.12 VALIDITY OF THE TENDER:-

1.12.1 The tender shall remain **valid for a period of 240 days** from the date of opening of the technical bid. The **validity period will be calculated from the date of opening of technical bid.** The Kamarajar Port Limited reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing and the Bidders shall have an option to agree or to refuse within the time mentioned in the letter seeking such extension by the KPL. However, in the event of the Bidder agreeing to the request, they will not be permitted to modify the tender conditions including the Price Bid. The Bidders if refuse to extend the validity then EMD shall not be forfeited and the EMD of such Bidders shall be returned to the Bidder within 30 days of date of receipt of their communication regarding refusal to extend the validity of the tender.

1.12.2 The Kamarajar Port Limited shall not pay interest on the EMD and Security Deposit under any circumstances.

1.12.3 In the event of the Bidder withdrawing the tender after its submission and before the expiry of the validity period, the Bidder's offer shall be cancelled and the EMD shall be forfeited. The EMD of the Bidders who are not Pre-Qualified shall be returned within 15 days of communication of failure to Pre-Qualify. The EMD of the Pre-Qualified Bidders except the successful Bidder shall be refunded within 30 days of issue of Letter of Award to the successful Bidder.

1.13 **CHARTER RATE :-**

The Bidder shall quote the Charter Rates per day of 24 hours per each Crafts in Indian Rupees as per the Each Bill of Quantities (BoQ) of Tender Document and the same shall be paid in Indian Rupees only.

1.13.1 **DAY:-**

The day means 24 hrs. of duration commencing from 0600 hrs to 0600 of the following day.

1.14 **PARTNERSHIP FIRM/OR JOINT VENTURE FIRMS/FOREIGN FIRMS:-**

The tender submitted on behalf of a consortium (partnership firm/company/ Joint Venture) shall also comply with the following requirements: -

(i) It should be signed by the person/persons holding a valid Power of Attorney and shall be accompanied by a valid Power of Attorney.

(ii) In the case of successful Bidder, the Agreements shall be signed in legally acceptable form in stamp paper duly notarized so as to be legally binding on all the partners. A copy of such an agreement shall be enclosed in Cover – I.

(iii) One of the partners of the consortium shall be nominated as being Lead partner/Partner-in-charge, and this authorization shall be evidenced by submitting a Power of Attorney signed by legally authorized signatories of all the partners or partners themselves.

(iv) The partner in-charge shall be authorized to receive instructions for and on behalf of any and all the partners of the Joint Ventures and the entire execution of the contract including payment shall be carried out exclusively through the partner in-charge.

(v) All partners of the Joint Venture shall be liable jointly and severally for the execution of the contract in accordance with the contract terms and a relevant statement to this effect shall be included in the authorization mentioned above as well in the agreements (in case of a successful Bidder).

(vi) In the event of default by any Joint Venture partner in the execution of his part of the contract, the partner in-charge will have the authority to assign the work to any other party acceptable to Kamarajar Port Limited to ensure the execution of that part of the Contract at the same rates and terms and conditions of the Contract.

(vii) A notarized copy of the agreement entered into by the joint venture partners or Memorandum of Understanding (MOU) of forming a Joint Venture shall be submitted with the tender. Any such Agreement shall be in a legally acceptable form in Stamp Paper.

(viii) The apportionment of works of this tender between the partners of the joint venture should be clearly spelt out in this agreement.

(ix) All Cheques towards any payment to the successful Bidder during the currency of contract shall be issued by Kamarajar Port Limited in the name of Partnership Firm/ Company/Joint Venture only and not in the name of individual.

(x) No foreign firm shall directly participate in the tender. However foreign firms can participate in a joint venture with any Indian firm and in such cases copies of the agreements of the joint venture shall be submitted along with the Tender.

1.15 ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS:-

1.15.1 At any time prior to the last dates for submission of tenders, Kamarajar Port Limited may for any reason whatsoever change or modify the tender documents by addendum/corrigendum. The addendum / corrigendum so carried out will be forwarded to all the prospective Bidders who have downloaded the Tender Documents. In addition to the above all the information will be uploaded in the websites www.ennoreport.gov.in and www.eprocure.gov.in . KPL is not responsible for non receipt of Corrigendum for any reasons including postal delays. The amendment so carried out will form part of the tender and shall be binding upon the Bidders. The KAMARAJAR PORT LIMITED may at their discretion extend the last date of submission of the tenders to enable the Bidders reasonable time to submit their tender after taking into consideration such addendum/corrigendum.

1.16 CHARGES TOWARDS STAMP DUTY & EXECUTION OF AGREEMENT:-

All costs, charges and expenses including stamp duty or any other costs in connection with the contract as well as preparation and

completion of agreement by the Bidder's attorneys shall be borne and payable by the Bidder.

1.17 PROCESS TO BE CONFIDENTIAL:-

After the opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Bidders or any other persons. Any efforts by the Bidders to influence the Kamarajar Port Limited in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract may result in rejection of the Bidder's tender.

1.18 CLARIFICATION OF TENDERS:-

Kamarajar Port Limited shall carry out evaluation of Techno Commercial Bids and comparisons of tenders, the Kamarajar Port Limited may ask Bidders, individually or collectively for clarification of their tenders. The request for clarification and the response shall be in writing by fax or by post and the Bidder shall submit their replies within 7 working days from the date of sending the communication from the Office of the General Manager (MS). KPL will not be responsible for any delays in receipt of clarifications. No change in price or substance of the tender shall be sought, offered or permitted nor shall the Bidders be permitted to withdraw their tender before the expiry of the tender validity period.

1.19 EVALUATION & COMPARISON OF TENDERS :-

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

I) Charter hire rates per day = X

II) 25% x Fuel oil consumption of the main engines at 100% MCR = Y
Litres per hour per engine.

III) 50% x Fuel oil consumption of DG sets at 100% MCR = Z Litres per
hour per DG set Daily rate = $X + (6 \times 2 \times Y + 7 \times 1 \times Z) C$

For Eg. If the consumption of the main engine at 100% MCR is 100 Litres' per hour then the entry for Y in BOQ is = 25% of 100 = 25.
If the consumption of the Auxiliary engine at 100% MCR is 100 Litres per hour then the entry for Z in BOQ is = 50% of 100 = 50

Where C= Cost of fuel oil taken at Rs 60/ Litre for purpose of calculation only.

KPL will consider 6 hrs of running of main engine per day and 7hrs of running of DG set per day only for evaluation purpose.

It is also presumed that tug will operate on 2 main engines and 1 DG set (if any). In case the arrangement is different, then Bidder may specify clearly.

- iii. S.D Circular – 2/2002 dated 08/11/2002 of Directorate General of Shipping placed at page 93 shall be applicable for the evaluation of the tender. Further, amendments to the guidelines, if any, issued by DG Shipping shall also be applicable.
- iv. KPL reserves the right to select the offer of the Bidder for the tug whose overall price as per clause 1.19(ii) of Instructions to Bidders is evaluated to be the lowest or beneficial to the Port will be considered for award of contract.

The Bidder may note that for evaluation of the tender, Shipping Development Circular No. 2 of 2002 dated 08/11/2002 issued by Directorate General of Shipping or any superseding circular shall be applicable.

KAMARAJAR PORT LIMITED decision on this shall be final, conclusive and binding.

Price bids of only those Bidders who have qualified techno-commercially, will be opened.

1.20 NOTIFICATION OF AWARD :-

The KAMARAJAR PORT LIMITED shall intimate the successful Bidder by writing through auto replay by e-procure mail/letter/fax confirming that their offer has been accepted prior to the expiry of the tender validity period. This letter is to be called as Letter of Award (LOA).

1.21 SIGNING OF AGREEMENTS :-

- 1.21.1 The successful Bidder shall send the Letter of Acceptance (LOA) within **reasonable period of time not exceeding 15 days** of issue of the Letter of award (LOA). In case the successful Bidder fails to send the Letter of Acceptance within the period stipulated above, the LOA is liable for cancellation and the EMD of such successful Bidder shall be forfeited.
- 1.21.2 Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by the Kamarajar Port shall not be entertained and no extension of time will be granted except for genuine reasons. The decision for such an extension will be on KPL discretion.
- 1.21.3 The successful Bidder(s) shall **sign the Agreement within 15 days from date of issue of Letter of Acceptance (LOA) by the Bidder**. The successful Bidder shall furnish the **Security Deposit for Performance Guarantee an amount equal to 10% of the accepted tender value for one year arrived after calculating the total amount payable for 365 days** for each tug in the form of the Bank

Guarantee before signing the agreement for the performance of the Craft offered. If the successful Bidder fails to come forward within the stipulated time of 15 days to sign the Agreements, the Letter of Award is liable for cancellation and the EMD of the contractor will be forfeited. **The Bidder shall not be allowed to sign the Agreement without submitting the Performance Guarantee.**

1.23 COMMENCEMENT OF OPERATION :-

- 1.23.1** The Bidder who has been awarded the contract for Chartering of Crafts shall commence operations on **01.11.2017 at 0600 Hrs.** The crafts should reach port limits in adequate time to comply with Clause 1.23.2.

Any delay in delivery of the Crafts by the owner or builder of the Crafts or transshipment delays or any other reason including force majeure will not be accepted for delay in Commencement of operations.

The Crafts offered by the Bidder as per the specification submitted by them in the Schedule-X shall only be deployed for operation if the offer of the Bidder is accepted. However, if within the specified period, the craft for which the offer has been accepted is not ready for deployment for any reason whatsoever the Bidder will be allowed to provide sister/ similar Crafts or substitute Crafts with similar/better specification (in sea worthy and efficient condition and should be in possession of all necessary valid certificates) after obtaining of permission from Kamarajar Port Limited. However, the fuel consumption of the sister/ similar/substitute Crafts at 100% MCR exceeds the fuel oil consumption of offered tugs at 100% MCR, and then the port would recover the cost towards the excess consumption of fuel, as per the formula mentioned in Clause 1.6.15.

In case the offered Crafts or sister/ similar Crafts or substitute Crafts with similar/better specification (in sea worthy and efficient condition and all valid documents) is/are not deployed by 01.11.2017, the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.

However, sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 30 days only and arrangement shall be made to deploy the originally offered Crafts within the 30 days failing which, the contract is liable to be terminated. The BG towards Performance Guarantee shall be encashed.

- 1.23.2** **The successful Bidder for Chartering the Crafts shall arrange for IRS OR IACS as third party for Survey, inspection and Bollard Pull tests and trials and submit proof which should include technical specification as per SCHEDULE-X thereof to General Manager (MS) by 28.10.2017 for acceptance.** The scope of IRS or

IACS third party survey will be: - IRS OR IACS shall certify that this vessel is complying with tender conditions and bidder's submission. The trials shall be carried out at Kamarajar Port with full manning crew on board in the presence of KPL Representative. The Bidder shall ensure that the Crafts are under Class throughout the Contract period. Charges pertaining to carrying out Bollard Pull Test will be borne by the Bidder. In case the certificate of Bollard pull test is not older than six months from the last date of submission of the bid the requirement to carry out fresh bollard pull test at Kamarajar Port prior deployment is waived off. **No vessel related charges, berth hire, port dues etc will be charged to crafts coming after 19.10.2017 for purpose of deployment at Kamarajar Port Limited, to facilitate the contractor to get familiarized with port & to carryout pre-induction survey and no hire charges will be paid by KPL for the period from 20.10.2017 to 01.11.2017 0600 hrs.**

General Manager (MS)/ his representative after scrutiny of certificates including Classification Society Certificate, Insurance, OR IACS 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 Crafts will be accepted in writing for operation at Kamarajar Port.

The crafts shall be on standby after receiving the acceptance letter and the charter hire will commence from 0600 Hrs on 01.11.2017 and the contract period of seven years for Two (2) 50 Ton bollard pull tugs at 90% MCR will be from 0600 hrs on 01.11.2017.

The period between actual acceptance and commencement of operation is to be used to facilitate the tugs crew to get familiarized with port and to carry out pre induction surveys.

The Bidder shall take prior permissions for his requirements like Berthing, bunkering, authorizations for getting the passes, Gate Passes for bringing materials etc., from the Controlling Officer i.e. GM (MS) or his representative.

1.24 INSURANCE:

(a) During the charter period the tugs shall be kept insured by Contractors at their expenses in regards to Hull and Machinery, P&I, Oil Pollution etc. KPL shall not have any right to recovery or subrogation against Contractors on account of loss of or any damage to the tugs or her machinery or appurtenances covered by such Insurance or on account of payment made to discharge claims against or liabilities of the tugs or KPL's covered by such insurance.

(b) During the charter period the tugs shall be kept insured by the Contractor at their expense against protection and indemnity risks in such form as KPL shall in writing approve which approval shall not be

unreasonably withheld. 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, KPL 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 KPL against all claims and demands which would otherwise have been covered by such insurance.

1.25 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 per the statutory requirements for loss of life/partial disability due to fire or any other accident.
- iii) Any other insurance that may be necessary to protect the Bidder, his employees and assets, whether constructed / purchased by the Bidder or handed over by the Kamarajar Port (against loss, damage or destruction at replacement value) including all Force Majeure.
- iv) Contractor shall have to submit an indemnity indemnifying KPL for all events which are not otherwise covered in 1.25 items (i) to (iii).

1.25.1 All insurance obtained by the Successful Bidder in accordance with this Article shall be maintained with insurer or re-insurers and on terms consistent with Good Industry Practice. All insurance policies obtained by the Bidder shall include a primary and non-contributing endorsement. The Contractor needs to indemnify KPL of any such liability which is not covered under P&I and points (i) to (iv) above during the currency of contract. The Successful Bidder shall furnish to Kamarajar 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.

1.25.2 The Successful Bidder 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 Kamarajar 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 Crafts and no charter rate will be paid for that period and applicable penalty will be imposed.

1.26 APPLICATION OF INSURANCE PROCEEDS

Subject to the provisions of the Financing documents, all moneys received under insurance policies shall be promptly applied by the Kamarajar Port towards repair or renovation or restoration or substitution of the Crafts or its crew or damages to the KPL's properties/personnel or any part thereof, which may have been damaged or destroyed. The Bidder 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 Crafts 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.

1.27 REMEDY ON FAILURE TO INSURE

If at any time the Successful Bidder fails to purchase and effect any and all the insurances required under this Agreement, the Kamarajar Port may at its option purchase and maintain such insurance and all sums incurred by the Kamarajar Port shall be reimbursed by the Successful Bidder forthwith on demand, failing which the same shall be recovered by the Kamarajar Port by encashing the Performance Guarantee and/or Earnest Money Deposit.

The contractor shall ensure that the insurances for Crafts, crew and KPL personnel, if obtained outside India are valid for the operations at Kamarajar Port Limited as per the conditions of this contract.

1.28 PENALTY

If the tugs are inoperative and / or unavailable and KPL is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to nonpayment of charter hire charges on prorate basis:

From the time and date of such non-availability / In-operative – up to 10 days	20% of hire charges per day or part thereof on prorate basis
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This Clause will be operative, if the Crafts remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the non-payment of charter rate for the period of non-availability of the Crafts, the Penalty shall be levied as per the provisions of the relevant Clauses of this

Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

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

The contractor has to provide a substitute crafts/sister/ similar crafts with similar/better 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.

However the fuel consumption of the replacement tugs shall be restricted to the fuel consumption of originally offered Crafts.

Further, the sister/ similar/substitute Crafts which are deployed by the contractor shall be required to operate for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor the substitute crafts with similar or better specifications only may continue for remaining currency period of contract.

If the Contractor fails to provide the substitute crafts after 10 days:-

- (a) KPL may arrange tugs from the market and the differential cost (including mobilization and demobilization charges) after adjusting the daily hire rate payable against the rate of the tugs sourced from the market will be deducted in addition to levying penalty of 10% of quoted hire charges per day or part thereof on pro rata basis for each day the substitute crafts are not provided or the chartered crafts are not put back in service.
- (b) In case, the contractor is able to provide substitute tugs offered tugs after the Port has employed tugs, the charter of the Port procured tugs shall cease immediately upon delivery of contractor provided substitute tugs offered tugs.

If contractor expresses his inability to provide the offered crafts or substitute crafts by 20th day then the contract shall be terminated.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be encashed as per clause 2.17 of the general conditions of the contract.

1.29 ADVANCES:

No Advance for mobilization for the Tugs to be chartered shall be paid to the successful Bidders.

1.30 INTEGRITY PACT:

The bidders shall give an undertaking in KPL format that they have not made any payment or illegal gratification to any person/authority connected 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.

The bidders shall disclose any payments made or proposed to be made to any intermediaries (agents etc.) in connection with the bid.

It is a specific requirement for considering the tender that the Bidder should sign and submit an 'Integrity Pact' as per Schedule XI to be executed between the Bidder and "The Authority" along with the bid (a scanned copy uploaded) and hard copy in a separate envelop super scribed an "Integrity Pact" along with EMD and Cost of Tender Document. Bids not accompanied by a duly acceptance of Integrity Pact shall be liable for rejection.

1.31 NO CORRESPONDENCE WITH UNSUCCESSFUL BIDDER:-

No correspondence will be entertained by the KAMARAJAR PORT LIMITED from the unsuccessful Bidders.

1.32 KAMARAJAR PORT LIMITED's RIGHT TO ACCEPT REJECT ANY TENDER OR SPLIT OR CANCEL THE ENTIRE TENDER PROCESS.

The Kamarajar Port Limited reserves the right to accept or reject any or all offers or drop the entire tendering process without assigning any reason thereof.

1.33 Rescue/ Salvage Operation:-

Apart from carrying out the duties assigned to the tugs by the General Manager (MS) under the terms and conditions of the contract, the tugs may be required for rescue/salvage operations in case of an emergency. Since the rescue and salvage to vessels in distress is a mandatory requirement, the tugs may be required to go beyond the port limits of Kamarajar Port, for which all assistance, including extra manning; insurance etc will be provided by the Contractor. Since the marine casualty is controlled and managed by the DG Shipping, the tugs may be required to assist in any rescue or salvage operations as per their directions.

In case of any remuneration or reward earned by the tugs owners on account of rescue/salvage operations, the same shall be shared with Kamarajar Port Limited equally after deduction of any extra cost incurred by the contractor. No Daily hire rate will be paid for this period of the salvage operation i.e. from the time the tugs are cast off for the salvage operation to the time the tugs are made fast at finger jetty.

Kamarajar Port will remain the De facto owner of the tugs for the entire period of such operation.

2. GENERAL CONDITIONS OF CONTRACT

2.1 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.

- 2.1.1 'BOARD'** means the Board of Directors of Kamarajar Port Limited.
- 1.1.2 'CHAIRMAN'** means the CMD of KAMARAJAR PORT LIMITED.
- 1.1.3 'Director (MS)'** means the Director (Marine Services) of Kamarajar Port Limited.
- 1.1.4 'Director (O)'** means the Director (Operations) of Kamarajar Port Limited
- 1.1.5 'General Manager (MS)'** means the General Manager (Marine Services), the head of Marine Services Department Cum Deputy Conservator of the KAMARAJAR PORT LIMITED.
- 1.1.6 'CONTROLLING OFFICER'** means the General Manager (MS) Kamarajar Port Limited or his representative.
- 1.1.7 'ISPS'** means International Ship and Port Facility Security Code.
- 1.1.8 'THE KAMARAJAR PORT LIMITED or KPL.' (CHARTERER of Two (2) Nos 50 Ton Bollard Pull Tugs at 90% MCR)** means Board of Management of Kamarajar Port Limited
- 2.1.9 'THE CONTRACTOR OR SUCCESSFUL BIDDER'** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the KAMARAJAR PORT LIMITED and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- 2.1.10 'CONTRACT'** means the Tender which includes Instruction to Bidders, 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 Bidders before and during the pre bid meeting, written replies and any addendum/corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre bid meeting will form part of the Contract document.

- 2.1.11** **“CONTRACT PRICE”** means the total sum of money to be paid by KPL 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 hereinafter contained.
- 2.1.12** **‘APPROVED/APPROVAL’** means the approval in writing.
- 2.1.13** **‘CHARTER’** means Supply, manning, operation and maintenance of the Crafts at the Kamarajar Port Harbour, Outer Anchorage and other areas as required by the KAMARAJAR PORT LIMITED.
- 2.1.14** **‘CHARTER PERIOD’** means currency of contract period of **Seven (7) years extendable up to Maximum of Two years for Two (2) Nos 50 Ton Bollard Pull Tugs at 90% MCR with same terms and conditions at the discretion of the KAMARAJAR PORT LIMITED** commencing from the date of acceptance of the Crafts by the KAMARAJAR PORT LIMITED on charter from the contractor as per the terms and conditions of contract. Three month prior notice will be given, If **KAMARAJAR PORT LIMITED decides to extend the contract of charter period. Extension period will be on discretion of port based on need basis and performance.**
- 2.1.15** **‘CHARTER RATE’** means Charter Rate per day of 24 (twenty four) hours per each Crafts quoted by the Bidder, as per Each Bill of Quantities (BoQ) for Supply, manning, operation and maintenance of 2 Nos. of 50 Ton Bollard Pull Tugs at 90% MCR.
- 2.1.16** **‘CHARTER PARTY AGREEMENT’** means agreement between the successful Bidder/Bidders and KAMARAJAR PORT LIMITED for charter of Crafts.
- 2.1.17** **‘PAID DOWN TIME’** means the time during which the chartered Crafts are not available for Port operations due to any reasons with prior permission obtained from GM (MS) and the daily hire rate is payable during this period. This period is for maintenance of the crafts so as to ensure smooth uninterrupted shipping movements.
- 2.1.18** **‘BREAKDOWN’** means the time during which the chartered Crafts are not available for Port operations and for which no prior permission has been obtained from GM (MS) and also it is not of planned nature.
- 2.1.19** **IN WRITING’ or ‘WRITTEN’** means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication.

2.1.20 'AUDITOR' means a statutory auditor as defined in the Company's Act, 1956.

2.2 SECTION 1 - GENERAL CONDITIONS OF CHARTER:-

2.2.1 PERIOD OF CHARTERING:-

2.1.21 The Bidder shall provide and the Kamarajar Port Limited shall use the services of Crafts for a period of Seven (7) years extendable up to Maximum of Two (2) years with same terms and conditions for Two (2) 50 Ton Bollard Pull Tugs at 90% MCR at the discretion of the Kamarajar Port Limited, if required with effect from the date of acceptance of the Crafts by the Kamarajar Port Limited on charter from the contractor as per the terms and conditions of contract. Three month prior notice will be given, If **KAMARAJAR PORT LIMITED decides to extend the contract of charter period. Extension period will be on discretion of port based on need basis and performance.**

2.2.2 CHARTER RATE :-

The Bidder shall quote the Charter Rates per day of 24 hrs per each Crafts in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Tender Document. The Charter Rate given in other currencies and in any other format by any Bidder shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

2.2.3 The day means 24 hrs. Of duration commencing from 0600 hrs to 0600. of the following day.

2.2.4 CHARTER RATE AMOUNT:-

2.2.4.1 The charter rate amount submitted by the Bidder shall be gross rate after taking into consideration of Wages, Taxes and GST shall be quoted separately, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Crafts shall bear all the costs of running the Crafts for operation at Kamarajar Port Limited. **The Kamarajar Port Limited will provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder for the operation of the Crafts. The Kamarajar Port Limited shall also provide water and berth free of cost i.e no vessel related charges including**

berth hire, port dues etc will be levied and the shore power will be provided free of cost but provisions shall be made by the contractor. The Bidder shall take written permission from the General Manager (MS) and shall erect necessary electrical accessories, KWH Meter, breakers and cables at his own cost for availing shore connection at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidders cost.

2.2.4.2 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 Crafts shall also be to the account of the Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted charter rate.

2.2.4.3 The space for tying up the Crafts shall be provided or facilitation done for staying alongside the crafts or jetty based on availability and shall not be required to pay the Port related charges like berth hire, port dues etc.

The Contractor shall also be required to make payment for fuel, consumed by the crafts, whenever the crafts are not available for operation beyond the allowed maintenance period (Paid Downtime).

2.2.4.4 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) at the Bidders cost in the presence of KPL Representative and if proved the penalty clause will be applicable.

2.2.5 **CHARTER COMMITMENT:-**

The Bidder shall commit to provide the services of the Crafts or their substitute crafts with stipulated Bollard Pull to KAMARAJAR PORT LIMITED for the entire duration of Charter period and agree to maintain these Crafts as per the Tender specifications of the KAMARAJAR PORT LIMITED in a seaworthy condition duly certified by the Indian Register of Shipping with valid Insurance, Valid Class Certificate (IRS/IACS) and manned as per statutory regulations for the entire contract period.

2.2.6 **CHARTER PARTY AGREEMENT:-**

The Bidder 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 15 days from the date of issue of Letter of Acceptance.

2.3 CARE AND DILIGENCE:-

2.3.1 The Bidder 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 Kamarajar Port Limited for the proper, efficient and effective carrying out of their duties.

2.3.2 The contract shall commence and terminate at **Kamarajar Port Limited**. The tugs would be accepted by KPL on satisfactory trails by IRS OR IACS at Kamarajar Port Limited done prior 28.10.2017.

2.4 AVAILABILITY:

2.4.1 The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period (PAID DOWNTIME) of only 24 Hours for each Crafts in a month. The Bidder shall be eligible for 12 days (i.e.) 24 hours each month per each Crafts as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Crafts should be made available for shipping operations or other duties as directed by the General Manger (MS), the Controlling Officer or his authorized representative.

An **IRS OR IACS Classed sister/ similar Crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of all necessary valid certificates)** will also be needed to be deployed for shipping operations at KPL in case the nominated tugs 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 GM (MS).

The sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty shall apply. The B.G. towards Performance Guarantee shall be enchased as per clause 2.17 of the general conditions of the contract.

2.4.2 The Contractor shall ensure that the Crafts are in state of readiness at all times. However KPL may endeavor to give 10 minutes notice in normal circumstances to crafts Masters prior commencement of any movement.

2.4.3 Any planned dry dock and/or otherwise for the crafts can be done only with prior permission of GM (MS) and also sister/ similar crafts will have to

be deployed for the entire period, the offered tugs are out of service for dry-dock and/or otherwise.

If replacement/similar or better specification crafts are substituted for dry dock period only and has been accepted by KPL with following deficiencies the penalty mentioned below will be applicable.

1. Age

More than 5 years and less than 10 years as on replacement date:- For 1st 15 days a penalty of 10% per day of the daily hire rate shall be levied. From 16 to 30 day a penalty of 15% per day of daily hire rate shall be levied.

2. FiFi class: - Non compliance with FiFi class will attract penalty as follows:-

Half FiFi – Two (2) 50 Ton Bollard Pull Tugs

For 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to 30 day a penalty of 5% per day of daily hire rate shall be levied.

A maximum period of 30days for Dry docking period will be provided.

The conditions of the tender document shall remain unaltered.

2.5 ALLOWED MAINTENANCE PERIOD (Paid Downtime) :-

2.5.1 The Bidder shall be eligible for **24 hours** allowed maintenance period for each Crafts **in a month** i.e. 12 days in a year during the currency of contract.

2.5.2 In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, the Bidder shall be allowed to carry over the unutilized hours to subsequent two months. i.e. the unutilized Paid Downtime for the month of January will lapse on 1st of April.

For E.g.: Paid Downtime for the month of April can be availed till 31 May only. On 1 June the Paid Downtime of the month of April if not availed will lapse.

During the breakdown period which exceeds the available down time, upto 20 days fuel cost if any will be levied. After 20 days applicable berth hire/ port charges including fuel cost would be charged on the tugs as per prevailing Scale of Rates will be applicable.

2.5.3 In case, Crafts are still not in operation even after consuming all the available Paid Downtime, The daily Charter hire shall not be paid for the duration the tugs are not in operational state and the penalty will be levied as per the penalty clause. However if a substitute crafts/ sister/ similar crafts are provided the daily hire rate will be paid from the time the sister/ similar tugs are provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. However the conditions for employment of sister/ similar tugs substitute tugs should be as per the clause 2.4

2.6 BREAKDOWN MAINTENANCE:-

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

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

2.6.3 The designated Officer to look after the Port Operation of the Chartered Crafts nominated by the General Manager (MS) shall maintain the records relating to Breakdown, Crafts Operation, Speed, Fuel oil (LSHFHSD) 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 Crafts, Fuel oil consumption and send monthly report to the General Manager (MS).

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by KPL officials, the cost of the same shall be recovered from the contractor as per prevailing IOC's cost of LSHFHSD fuel oil plus overheads if any. In case of serious cases, severe action shall be taken against those indulging in such activities.

2.7 CLASS MAINTENANCE:-

The Bidder shall confirm to maintain the Crafts in its original or IACS class, during the entire contract period. Kamarajar Port limited should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with MS Act 1958

and agree to operate the Crafts and to provide the Class certificate (IRS or IACS) at the Bidder's cost.

2.8 MANNING:-

The Crafts shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned as per the requirements of MS Act.

2.8.1 The successful Bidder is required to operate the Crafts in accordance with the class requirements and the Merchant Shipping Act. The Crafts are required to be manned under (Merchant Shipping Act) Safe Manning guide lines issued by DG (Shipping) while on contract with Kamarajar Port Limited. Only Indian Nationals will be allowed to work in the Crafts. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of crafts as per the ILO /statutory provisions.

2.8.2 The General Manager (MS) or his authorized representatives shall inspect the Crafts and any discrepancies found shall be promptly rectified by the Co-ordinator/Contractor.

2.8.3 The Contractor is required to obtain Security clearance from Police and/or from other appropriate authorities as per Port Rules for all the crew proposed to be engaged for operating the Crafts and such security clearance along with copies of statutory certificates shall be submitted to the Controlling officer before engagement of all or any of the crew members.

2.9 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.

2.10 FUEL CONSUMPTION:

During the course of chartering, if the fuel consumption of the Crafts or the replacement Crafts are found above the declared consumption (originally offered tugs) 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 overheads, if any.

2.11 NOTIFICATION OF AWARD:

a) Prior to the expiration of the period of tender validity prescribed in the tender, KPL will notify the successful Bidders through letter/s by

post/fax confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.

- b) The Crafts have to be placed at disposal of KPL for shipping movements after IRS OR IACS surveys and certification, Bollard Pull tests and grant of permission by GM (MS) positively by 28.10.2017.
- c) Upon the receipt of Letter of Award of the contract, the successful Bidders shall send Letter of Acceptance and prepare the Charter Party Agreement included in the 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 KPL. Duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the Contractor after the signature of appropriate authority. Contractor shall make 5 bound copies of the agreement with duly signed tender copy at his own cost and submit to Kamarajar Port Limited.
- d) The successful Bidder shall submit BG towards Performance Guarantee prior to signing of agreement.
- e) Any delay caused due to any correspondences / clarifications / requests etc. received from the Bidder after the date of issue of the Letter of Award will be to the account of the successful Bidder and no extension of time will be granted.

2.12 GUIDELINES TO BIDDER:-

- 2.12.1** The Crafts shall be deployed for shipping work in the Kamarajar 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 Crafts shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer viz., General Manager (MS) or the authorized representative of Kamarajar Port Limited. The Crafts may also be used at neighboring ports without changing manning pattern of the tugs as prescribed by authority of Kamarajar Port subject to obtaining No Objection Certificate from DG Shipping and / or Tamilnadu Maritime board for movement of Tugs without voyage permission at the discretion of Kamarajar Port Limited.
- 2.12.2** The Contractor shall operate the Crafts, as per the instructions of the Controlling Officer viz., General Manager (MS) or his authorized representative of Kamarajar Port Limited. The contractor shall participate in mitigating any emergencies like fire, sinking, stranding, Towing, Pollution viz., Oil spill Response etc as per the natural capabilities and for any act directed by the

General Manager (MS) (or) his authorized representative of Kamarajar Port Limited.

- 2.12.3** The Contractor shall not have any direct dealing regarding scheduling of the Crafts with any of the Steamer Agents / Ship Owners / Masters/ or their authorized representatives etc.
- 2.12.4** The Controlling Officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and the crew of the Crafts shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.
- 2.12.5** In case, the General Manager (MS) 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 Crafts. The contractor shall arrange for suitable replacement within 48 hours failing which severe action will be taken including termination of the contract by the Kamarajar Port Limited.
- 2.12.6** If the offence is serious Kamarajar Port shall inform to the concerned enforcing authorities.

2.13 **PAYMENT TERMS:-**

- 2.13.1** The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per each Crafts per day quoted in the Each Bill of Quantities (BoQ) in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Charter Rate for each Crafts 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)

- 2.13.2** In case the recoveries like penalties, or any dues to the Kamarajar 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.

2.13.3 The Contractor shall submit monthly Claim bill for crafts in the KPL format in duplicate to the Office of the General Manager (MS). After scrutiny of the bill, the payment shall be made within 30 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, in case any discrepancy is found and there is a resultant delay in effecting payments, the Contractor is not entitled for any type of compensation or interest if there is any delay in making payment to the Contractor.

2.14 **GENERAL:-**

The charter rate amount quoted shall be base rate and other taxes viz., GST separately in connection with chartering of Crafts to Kamarajar Port.

2.14.1 **GOODS AND SERVICES TAX (GST):-**

The GST shall be quoted separately in Price bid and shall be reimbursed on the subsequent month on receipt of ITC at KPL's GST Portal.

2.14.2 **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 Crafts during the currency of the contract. The Crafts 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 Kamarajar Port Limited. It shall be borne by the Contractor.

2.15 **DEDUCTION OF TAXES & LEVIES AT SOURCE :-**

The Kamarajar Port Limited shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable to the Contractor.

2.15.1 **INCOME TAX**

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

2.16 **LIEN:-**

The Kamarajar Port Limited 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 Kamarajar Port Limited to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Kamarajar Port Limited and the Contractor.

2.17 PERFORMANCE GUARANTEE :-

The successful Bidder shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year for the entire period of the contract prior to signing the agreement i.e., within 15 days from the date of issue of LOA. **The validity of the BG should be 12 months and additional 3 months claim period** from any Indian Nationalized bank / Scheduled bank enforceable and encashable at Chennai. The Kamarajar Port Limited will have unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond 84 months the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.

2.18 CHANGE IN CONSTITUTION: -

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

2.19 PENALTY:-

If the tugs are inoperative and / or unavailable and KPL is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to nonpayment of charter hire charges on prorate basis:

From the time and date of such non-availability / In-operative – up to 10 days	20% of hire charges per day or part thereof on prorate basis
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This Clause will be operative, if the Crafts remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the non-payment of charter rate for the period of non-availability of the Crafts, the Penalty shall be levied as per the provisions of the relevant Clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

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

The contractor has to provide a substitute crafts/sister/ similar crafts with similar/better 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.

However the fuel consumption of the replacement tugs shall be restricted to the fuel consumption of originally offered Crafts.

Further, the sister/ similar/substitute Crafts which are deployed by the contractor shall be required to operate for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor the substitute crafts with similar or better specifications only may continue for remaining currency period of contract.

If the Contractor fails to provide the substitute crafts after 10 days:-

- (d) KPL may arrange tugs from the market and the differential cost (including mobilization and demobilization charges) after adjusting the daily hire rate payable against the rate of the tugs sourced from the market will be deducted in addition to levying penalty of 10% of quoted hire charges per day or part thereof on pro rata basis for each day the substitute crafts are not provided or the chartered crafts are not put back in service.
- (e) In case, the contractor is able to provide a substitute tugs/ offered tugs after the Port has employed Tugs, the charter of the Port procured tugs shall cease immediately upon delivery of contractor provided substitute tugs/ offered Tugs.

- (f) If contractor expresses his inability to provide the offered crafts or substitute crafts by 20th day then the contract shall be terminated.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be encashed as per clause 2.17 of the general conditions of the contract.

2.20. 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.

2.21 ECS PAYMENT

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

Particulars of the bank A/C

1. Bank Name
2. Branch name & address
3. Phone No.
4. Type of account
5. Account number
6. Nine digit MICR Code number
7. FICS code.

2.22 Mode of payment

Payment shall be made after the contractor prepares and submits the bills once in a month.

2.23 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.

2.24 ASSIGNMENT AND SUB-LETTING :-

The Contractor shall **not sub-let** the contract or any part thereof **without the written permission** of the Kamarajar Port Limited nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Kamarajar Port Limited 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 labor or a piecework basis shall not be deemed to be a sub-letting under this clause.

Arranging substitute Tugs for a short period will be considered as a sublet.

2.25 COMPLIANCE WITH STATUTORY REQUIREMENTS:

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, Harbour Craft Rules and Rules and Regulations of Kamarajar Port Limited and other maritime legislations/rules/regulations etc. in so far as they are applicable to this contract.

Port should be indemnified by the Contractor to comply with the Contract Labour Act, Workmen Compensation Act etc., applicable to this contract and shall follow the ESI and Provident Fund Rules for their personnel and documentary Proof shall be produced to the Kamarajar Port Limited along with the monthly bill.

The Contractor shall indemnify and keep the Kamarajar Port Limited indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port Limited 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 Kamarajar Port Limited is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port Limited 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 Kamarajar Port Limited is required or called upon to pay or reimburse on behalf of the Contractor.

2.26 BOLLARD PULL

2.26.1. The steady / sustained Bollard Pull of the Tug should be 50 Tons or more for 50 Tons Bollard Pull Tugs **at 90% 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.

2.27 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 tugs, before putting the Tugs 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.

KPL also reserve the right to carry out Bollard Pull test of the tugs if warranted at any time during the currency of the contract. In case bollard pull falls below the required Bollard Pull of 50 tons for two (2) tugs as the case may be at 90% MCR, KPL 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. However, if, Bollard pull falls 2T below the required Bollard Pull, KPL 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 in KPL harbour. However, the time and fuel consumed for the test will be to the KPL's account.

In case the certificate of Bollard Pull Test is not older than six months from the last date of submission of the bid the requirement to carry out fresh Bollard Pull Test at KPL prior deployment is waived off.

2.28. KPL will not be responsible for any damage suffered by the tugs due to failure of the tugs or errors of the Master and crew or any reasons whatsoever.

2.29 CERTIFICATES:

The Contractor shall comply with all acts, regulations and bye laws related to operation of tugs in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the tugs for service in the port, before the tugs are put into service.

2.30 DELIVERY PERIOD:

The Crafts shall be at KPL by 0600 hrs on 20.10.2017 in seaworthy and efficient condition after completion of trials and tests by IRS or IACS and shall be in possession of approval of GM (MS) after submission of documents by 28.10.2017.

2.31 LIQUIDATED DAMAGES:

If the Contractor fails to submit the subsequent documents to GM (MS) by 28.10.2017 after carrying out the trials and tests by third party (IRS or IACS) at Kamarajar Port and it is found that the availability of Tugs as per clause 2.4 are not in position for subsequent deployment at Kamarajar port from 01.11.2017, 0600 Hrs for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

2.32 MAINTENANCE AND OPERATION OF THE TUGS:

- (a) The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the General Manager (MS) 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 tugs shall during the charter period be for all-purpose at the disposal of KPL and under their control in every respect. The Contractor shall maintain the tugs, 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 tugs with unexpired classification of the class/MMD and with other required certificates in force at all times.
- (c) KPL shall have the use of all outfit, equipment, and appliances on board the tugs 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 tugs. 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 tugs should have a set of competent and qualified Master and Crew, as required by statutory regulation.
- (e) The Master to execute KPL's instructions with the utmost dispatch and to render customary assistance with the tug's crew. The Master to be under the order of KPL except as regards employment, agency or other arrangements. The Contractor shall indemnify KPL against

all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the tugs papers.

- (f) If KPL 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, KPL shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.
- (g) KPL 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 KPL.

2.33. Except as otherwise stated in this tender or as may be agreed from time to time, all operational costs including wages (Minimum Wages Act or any other Act), Allowances, Victualing, Insurance, Mobilization and Demobilization will be borne by the Contractor. Repairs, survey and other requirements to keep the tugs operational will be to Contractor's account and during any absence of the tugs from duty or inability of the tugs to perform for these or any other reasons, will result in nonpayment of hire charges, for the period the tugs were not made available as per clause 2.19 of the General Conditions of contract.

2.34 Tugs should have the facility of FIFI class as certified by the Class (IRS/IACS)

Half FiFi – Two (2) 50 Ton Bollard Pull Tugs

(i.e. For Full FiFi, No of Monitors - 2 Nos, Monitor capacity - (m3/Hr) 1200, No of pumps 1-2, Total Pump capacity - 2400 m3/Hr, Throw length - 120m and Throw height - 45m) requirement for firefighting and accordingly for Half FiFi)

KPL will provide only water and fuel to the tugs. Shore power will be provided free of cost but provisions shall be made by the contractor. Other facilities like Office Space, Godown Water Front area(subject to availability) for minor repairs shall be provided on chargeable basis as per applicable rates and port would reimburse the cost of anti pollutants if used for curtailing oil spill based on the actual, whilst the tugs are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL.

2.34. (1) AFFF Requirement

The contractor shall provide sufficient quantity of AFFF 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 fire fighting exercise or any other purpose as directed by KPL, the cost of the same shall be reimbursed to the contractor only after he replenishes the used quantity of foam.

2.34. (2) Oil Spill Response (OSR) Requirement

The offered Tug should comprises a part of OSR combating Team and should have equipped with arms on both side for the purpose of spraying the oil spill dispersant to combat the oil spillage. The offered Tug should have facility to store 400ltrs of Oil Spill Dispersant type II. The contract should ensure availability of 400ltrs of above said dispersant at all times ready for use. The offered Tug should have adequate deck space for placing Skimmer with power pack and requisite hoses of approximate size (Skimmer 1200x800x750mm 76Kg & power pack 1200x800x750mm 150Kg) as part of readiness to combat oil spill if any.

2.35 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 Kamarajar Port Limited during the currency of the agreement and the cost of such damages shall be borne by the Contractor. KPL will not be responsible for any damage suffered by the Tugs due to failure of tugs or errors of the Masters and crews or any reason whatsoever.

2.36 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:-

1. In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.

2. The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Chennai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Chennai, and the arbitration proceedings shall be conducted in English.

3. The parties agree that the Arbitration pursuant to the Clauses 1 and 2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.

2.37 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- (i) KPL 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 after giving three warnings in writing.
- (iii) The Contractor fails to provide the Crafts as per the specifications of Kamarajar Port.
- (iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Crafts.
- (v) When the bollard pull of the Crafts falls below norms set in Bollard Pull test Clause.
- (vi) In case of indiscipline of the crew of the Crafts or refusal to carry out the orders of the General Manager (MS) or his authorized representative.
- (vii) It is informed that incase of unavailability of particular tugs, the contract of particular tug will only be terminated as per terms and conditions of the contract.

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

2.38 FORE CLOSURE:-

2.38.1

The Kamarajar Port Limited has the right to Foreclose the contract for National Security, National Emergency and in general public interest or for any other reasons, the Kamarajar Port Limited feels deemed fit. The Kamarajar Port Limited will endeavor to issue a written notice of not less than 3 months of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the Crafts and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

2.38.2 If the Kamarajar Port Limited does not require the services of the Crafts, the KPL shall endeavor to give three months notice to the Contractor. During this 3 months notice period, the Kamarajar Port Limited shall use the Crafts and pay the same Charter Rate.

2.39 **FORCE MAJEURE:-**

2.39.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.

2.39.2 “The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or acts of God or events such as flood, Landslide, volcanic eruption or fire, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power Or civil war”.

2.39.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty four hours (24) of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.

2.39.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.

2.39.5 The decision of the General Manager (MS) of the Kamarajar Port Limited shall be final and binding in this regard.

INSTRUCTIONS FOR ONLINE BID SUBMISSION

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

The bidder shall ***obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL/SIFY/TCS/nCode/eMudhra to get access for Online Bid Submission through the e -Procurement site <https://eprocure.gov.in>***

Special Instructions to the Contractors/Bidders for the e-submission of the bids online through this e-Procurement Portal

1. Bidder should do Online Enrolment in this Portal using the option Click Here to Enroll available in the Home Page. Then the Digital Signature enrollment has to be done with the e-token, after logging into the portal. The e-token may be obtained from one of the authorized Certifying Authorities such as eMudhraCA/GNFC/IDRBT/MtnITrustline/SafeScript/TCS.
2. Bidder then logs into the portal giving user id / password chosen during enrollment.
3. The e-token that is registered should be used by the bidder and should not be misused by others.
4. DSC once mapped to an account cannot be remapped to any other account. It can only be Inactivated.
5. The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then attached along with bid documents during bid submission. This will ensure lesser upload of bid documents.
6. After downloading / getting the tender schedules, the Bidder should go through them carefully and then submit the documents as per the tender document; otherwise, the bid will be rejected.
7. **The BoQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for that tender. Bidders are allowed to enter the Bidder Name and Values only.**
8. If there are any clarifications, this may be obtained online through the e-Procurement Portal, or through the contact details given in the tender document. Bidder should take into account of the corrigendum published before submitting the bids online.
9. Bidder, in advance, should prepare the bid documents to be submitted as indicated in the tender schedule and they should be in

PDF/XLS/RAR/DWF formats. If there is more than one document, they can be clubbed together.

10. Bidder should arrange for the EMD, Cost of Tender Document & Acceptance of Integrity Pact as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date and time for the tender.
11. The bidder reads the terms and conditions and accepts the same to proceed further to submit the bids
12. The bidder has to submit the tender document(s) online well in advance before the prescribed time to avoid any delay or problem during the bid submission process.
13. There is no limit on the size of the file uploaded at the server end. However, the upload is decided on the Memory available at the Client System as well as the Network bandwidth available at the client side at that point of time. In order to reduce the file size, bidders are suggested to scan the documents in 75-100 DPI so that the clarity is maintained and also the size of file also gets reduced. This will help in quick uploading even at very low bandwidth speeds.
14. It is important to note that, **the bidder has to click on the Freeze Bid Button, to ensure that he/she completes the Bid Submission Process. Bids which are not frozen are considered as Incomplete/Invalid bids and are not considered for evaluation purposes.**
15. In case of Offline payments, the details of the Earnest Money Deposit (EMD) document submitted physically to the Department and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected
16. The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues.
17. The bidder may submit the bid documents online mode only, through this portal. Offline documents will not be handled through this system.
18. At the time of freezing the bid, the e-Procurement system will give a successful bid updating message after uploading all the bid documents submitted and then a bid summary will be shown with the bid no, date & time of submission of the bid with all other relevant details. The documents submitted by the bidders will be digitally signed using the e-token of the bidder and then submitted.
19. After the bid submission, the bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.

The bid summary will act as a proof of bid submission for a tender floated and will also act as an entry point to participate in the bid opening event.

20. Successful bid submission from the system means, the bids as uploaded by the bidder is received and stored in the system. System does not certify for its correctness.
21. The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected
22. 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 Time followed in this portal is as per Indian Standard Time (IST) which is GMT+5:30. The bidders should adhere to this time during bid submission.
23. All the data being entered by the bidders would be encrypted at the client end, and the software uses PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission and not viewable by any one until the time of bid opening. Overall, the submitted bid documents become readable only after the tender opening by the authorized individual.
24. During transmission of bid document, the confidentiality of the bids is maintained since the data is transferred over secured Socket Layer(SSL) with 256 bit encryption technology. Data encryption of sensitive fields is also done.
25. The bidders are requested to submit the bids through online e-Procurement system to the TIA well before the bid submission end date and time **(as per Server System Clock)**.

**GENERAL MANAGER (MS)
KAMARAJAR PORT LIMITED**

3. SCOPE OF WORK OF CHARTER

The contract involves supply of 2 Nos. 50 Tons Bollard Pull Tugs at 90% MCR to KAMARAJAR PORT LIMITED For a Period of Seven (7) years and maybe extended for a maximum period of Two (2) Years with same terms and conditions as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding fuel and fresh water for operations in KPL. The Bidder is required to submit all the specification of the tugs to be offered to KPL as per Schedule – VIII & X including the certificate of class for FiFi. KPL reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient. The following are the minimum requirements:

3.1 TECHNICAL SPECIFICATIONS:

50 Tons BOLLARD PULL TUG at 90% MCR two (2) Nos

- | | | | |
|----|-----------------|---|---|
| a. | Length O.A | : | Maximum 35 Mtrs. |
| b. | Breadth & depth | : | Proportionate to the length & depth |
| c. | Draft | : | Maximum 5.5 Mtrs. |
| d. | Bollard Pull | : | Steady/Sustained Bollard Pull of not less than the required bollard pull at 90% MCR |
| e. | Year of Build | : | Not more than 5 years old as on 31.12.2016. The age of the Tug Will be determined based on month and year of build mentioned in Class certificate of the Tug. |
| f. | Type | : | Tractor/Reverse tractor of cycloidal or steerable rudder propulsion system inclusive of Azimuth Stern Drive Tug. |
| g. | Main Engine | : | Twin engines operating on high Speed Diesel with independent Remote control operations or similar Flexible arrangement. |
| h. | Auxiliaries | : | Generators, Fire Pump for external fire fighting with Fire Monitors as required by FiFi Class 1 for Half FiFi Certified by Class. |
| i. | Speed | : | 12 knots (Approx) under normal weather conditions. |

- j. Towing Arrangement: Quick release tow hook/ winch with adequate strength for the towing operations.
- k. Communication : As per the statutory requirements
- l. Navigational Equipments : As per the statutory requirements
- m. Manning : As per requirements of MS Act/DG Shipping.
- n. Towing lines : 1 Nos. of 110m long on the drum and spare 2 Nos. of 110m long polypropylene ropes for towing purpose.
- o. Registration : Under the Merchant Shipping Act, 1958
- p. Class : Indian Register of Shipping / IACS.
- q. Fendering : suitably fendered so as to enable the tug to push/pull as required for shipping operations.
- q. Special conditions : 1.Tug should also be suitable for assisting LNG Ships and in terminals.
2. Tug should be capable for assisting (Push/Pull) from both forward and aft of tug including smaller vessels having minimum freeboard of 2.5 mtrs.

3.2. The contractor shall supply and keep on board minimum of 1 no. of 110m long tested polypropylene rope on the drum and additional spare 2 nos. of 110m long tested polypropylene ropes of adequate strength for towing purposes at all times.

3.3 The tugs offered must be fitted with dual-purpose monitor/s for external fire fighting. The fire fighting system must be capable of using foam from its internal tanks. The capacity of the fire fighting system must be minimum FiFi Class as below.

Half FiFi – Two (2) Nos 50T Bollard Pull tugs.

3.4 The whole reach and burthen of the tug, including lawful deck capacity is to be at KPL's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores.

3.5 On the date of commencement of the service, the tugs shall have completed all the necessary surveys and be in possession of all valid certificates.

3.6 Joint On hire survey/Off hire survey will be carried out at Kamarajar Port in the presence of KPL Representative by Competent surveyors to assess the quantity of fuel on board. On hire survey at Contractor's time and off hire survey at Charterer's time. Cost of the surveys to be shared equally.

3.7 Kamarajar Port shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the tugs.

3.8 The tugs shall be used for various lawful services required by KPL including towing, docking and undocking of vessels at Kamarajar Port, round the clock (24 hours a day) and throughout the contract period including but not limited to:

- a) Berthing and unberthing of vessels in port.
- 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 tug.
- 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 Tugs. In addition render assistance to neighboring port (without changing manning pattern of the Tugs as prescribed by authority of Kamarajar Port subject to obtaining No Objection Certificate / Dispensation from DG(Shipping) and/or Tamil Nadu Maritime Board for movement of Tugs without voyage permission) or any other work authorized by GM(MS) or his representatives.

In the event the tugs being unable to perform any of the operations, no hire charges shall be paid by the KPL to the Contractor and penalty clause 2.19 and termination clause 2.37 of the General Conditions of Contract shall apply.

3.9 The contract involves chartering of 2 nos. 50 Ton Bollard Pull Tug at 90% MCR By Kamarajar Port Limited For a Period of Seven (7) Years and same may be extended for a further period of up to Maximum of Two (2) years on same terms and conditions at the discretion of Kamarajar Port Limited as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants.

The Kamarajar Port Limited will provide fuel (LFLSHSD) for the operation of the Crafts free of cost to the Contractor.

3.10 Kamarajar Port is chartering the Tugs for carrying out shipping operations 24 Hrs X 7 Days, and the Crafts shall also be made available

for 24 Hrs during the Charter period except allowed maintenance period (Paid Downtime) allowable to them.

The controlling officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and the crews of the Crafts shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.

- 3.11** The crews of the Crafts shall take instructions regarding the operations from the General Manager (MS) or his representative.
- 3.12** All operational costs including Wages (Minimum Wages Act or any other Act), 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 Crafts operational will be to Contractor's account and during any absence of the Crafts from duty or inability of Crafts to perform for these or any other reasons, will result in nonpayment of hire charges, for the period Crafts were not made available and penalty Clause of the Charter Party Agreement shall apply.
- 3.13** On the date of commencement of the service, the Crafts shall have completed all the necessary surveys and shall be in possession of all valid certificates.
- 3.14** The Contractor will be responsible for any damage suffered due to failure of the Crafts or errors of the Crafts Master and crew or any reason whatsoever.
- 3.15** The Contractor shall be responsible for the injuries, loss of life to the Tugs crew/Port personnel while carrying out the operation of the Crafts. 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.
- 3.16** The Chartering will be for a period of Seven (7) years for 2 Nos 50 Tons Bollard Pull Tugs at 90% MCR from the date of providing the Crafts on charter by the Contractor to the Kamarajar Port Limited. **If required, KPL may extend the Contract up to maximum of Two (2) years.**
KPL will pay the charter rate at the original rate and same terms and conditions only for this extended period.
- 3.17** The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period of only 24 Hours for each Crafts in a month. The Bidder shall be eligible for 12 days (i.e.) 24 hours each month per each Crafts as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Crafts should

be made available for operations or other duties as directed by the General Manager (MS) or his authorized Representatives.

- 3.18** The Contractor shall ensure that the crafts are in state of constant readiness and shall be ready for movement at 10 min notice. The Crafts shall be used as and when required and as instructed by the Controlling Officer or his authorized representative.

The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the General Manager (MS) or his authorized representatives, whenever requested.

The completed log book shall be sent to the General Manager (MS) Office at the end of every month for checking by Officer designated by the General Manager (MS). 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.

- 3.19** The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Craft Rules and Regulations if any of Kamarajar Port Limited and any other legislation related to operation of Crafts in territorial waters.

- 3.20** The Contractor shall be solely responsible for reporting simultaneously to the General Manager (MS) and the Police Department immediately of any serious or fatal accidents on the Crafts or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify the Kamarajar Port Limited against any claims or actions arising there from.

- 3.21** The Contractor has to pay the revised minimum wages 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.

Port should be indemnified by the contractor to comply with the Contract Labour Act, Workman Compensation Act and shall follow the ESI and Provident Fund Rules for their personnel and documentary proof shall be produced to the Kamarajar Port Limited along with the monthly bill.

The payment of wages to the crew, Provident fund, ESI and insurance premium can be paid by a sister/ similar firm or a subsidiary company of the contractor if statutory law permits it.

Failure to make payment of wages to the crew, Provident Fund, ESI and insurance premium for covering all types of risks by the Contractor, Kamarajar Port Limited will make the wage payment, premium

payment, PF, ESI etc., and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, Kamarajar Port Limited will be at liberty to encash the Performance Guarantee.

- 3.22** The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the General Manager (MS) or his authorized representative of Kamarajar Port Limited 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 Crafts.
- 3.23** 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.
- 3.24** 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.
- 3.25** 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 General Manager (MS) 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 Crafts and suitable replacement shall be arranged by the Contractor within 48 hours.

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

- 3.26** The Contractor shall obtain necessary clearance, as required, from D.G.Shipping, Ministry of Shipping, Customs etc. for deploying the Crafts for service in the port before Crafts are put into service. The Crafts shall be registered as per the statutory requirements of D.G. (Shipping) for such operations.
- 3.27** The Successful Contractor has also to carry out all operations at the maximum capacity of the Crafts during emergency situation at no extra cost to Kamarajar Port Limited. The Penalty clause shall apply in case of failure of Contractor to fulfill such assignments.
- 3.28** Security of the crafts, its appurtenances and crew will be the Contractor's responsibility.

- 3.29** On the date of commencement of the contract, Crafts shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys.
- 3.30** The contractor shall arrange for IRS or IACS, as third party for Survey, Inspection and trials including speed trials and Bollard Pull Test of the Crafts or the substitute Crafts offered to Kamarajar Port Limited at his cost. Trials by IRS OR IACS Surveyor shall be carried out in the presence of KPL Representative at Kamarajar Port with full manning crew. IRS OR IACS survey, inspection and speed trial reports shall be submitted to General Manager (MS) for acceptance of the Crafts by 28.04.2017 and the Crafts shall be under class throughout the contract period
- 3.31** It shall be the responsibility of the Contractor to prove that the Crafts operate at required Bollard Pull before commencing the contract and also whenever required to prove the bollard pull during the currency of the contract
- 3.32** The Crafts should be manned under (Merchant Shipping Act) Safe Manning Guidelines in force issued by DG Shipping. The Manning should also comply with ILO/Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of crafts as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF.
- 3.33** The Crafts 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 Crafts shall comply with all instructions from the Port Signal Station/ General Manager (MS) or any other Officer duly authorized by Port.
- 3.34** 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 Kamarajar Port Regulations.

**GENERAL MANAGER (MS)
KAMARAJAR PORT LIMITED**

SCHEDULE - I

CHARTER PARTY AGREEMENT

IT IS THIS _____ day of ____ Two Thousand-----mutually agreed between the Board of, KAMARAJAR PORT LIMITED, 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 KAMARAJAR PORT LIMITED have under a Charter party entered into an agreement with M/s..... for Chartering Two Nos 50 Tons Bollard Pull Tug (at 90%MCR) by Kamarajar Port Limited for a period of Seven (7) years extendable up to Maximum of Two (2) years at same terms and conditions at the discretion of KAMARAJAR PORT LIMITED.

AND WHEREAS the said Crafts are at the disposal of the KAMARAJAR PORT LIMITED.

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

NOW THIS AGREEMENT WITNESSETH

4.1 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.

4.1.1 'BOARD' means the Board of Directors of Kamarajar Port Limited.

4.1.2 'CHAIRMAN' means the CMD of KAMARAJAR PORT LIMITED.

4.1.3 'Director (MS)' means the Director (Marine Services) of Kamarajar Port Limited.

4.1.4 'Director (O)' means the Director (Operations) of Kamarajar Port Limited

4.1.5 'General Manager (MS)' means the General Manager (Marine Services), the head of Marine Services Department Cum Deputy Conservator of the KAMARAJAR PORT LIMITED.

- 4.1.6 ‘CONTROLLING OFFICER’** means the General Manager (MS) Kamarajar Port Limited or his representative.
- 4.1.7 ‘ISPS’** means International Ship and Port Facility Security Code.
- 4.1.8 ‘THE KAMARAJAR PORT LIMITED or KPL.’ (CHARTERER of 2 Nos. 50 Ton Bollard Pull Tugs at 90% MCR)** means Board of Management of Kamarajar Port Limited
- 4.1.9 ‘THE CONTRACTOR OR SUCCESSFUL BIDDER’** means the person or persons, firm, corporation, joint ventures or company whose tender has been accepted by the KAMARAJAR PORT LIMITED and includes the contractor’s servants, agents, workmen, personal representatives, successors and permitted assigns.
- 4.1.10 ‘CONTRACT’** means the Tender which includes Instruction to Bidders, 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 Bidders before and during the pre bid meeting, written replies and any addendum/corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre bid meeting will form part of the Contract document.
- 4.1.11 ‘CONTRACT PRICE’** means the total sum of money to be paid by KPL 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 hereinafter contained.
- 4.1.12 ‘APPROVED/APPROVAL’** means the approval in writing.
- 4.1.13 ‘CHARTER’** means Supply, manning, operation and maintenance of the Crafts at the Kamarajar Port Harbour, Outer Anchorage and other areas as required by the KAMARAJAR PORT LIMITED.
- 4.1.14 ‘CHARTER PERIOD’** means currency of contract period of **Seven (7) years extendable up to maximum of Two (2) years for 2 Nos 50 Ton Bollard Pull Tugs at 90% MCR at the discretion of the KAMARAJAR PORT LIMITED** commencing from the date of acceptance of the Crafts by the KAMARAJAR PORT LIMITED on charter from the contractor as per the terms and conditions of contract. Three month prior notice will be given if **KAMARAJAR PORT LIMITED decides to extend the contract of charter**

period. Extension period will be on discretion of port based on need basis and performance.

4.1.15 **‘CHARTER RATE’** means Charter Rate per day of 24 (twenty four) hours per each Crafts quoted by the Bidder, as per Each Bill of Quantities (BoQ) for Supply, manning, operation and maintenance of 2 Nos. of 50 Ton Bollard Pull Tugs at 90% MCR.

4.1.16 **‘CHARTER PARTY AGREEMENT’** means agreement between the successful Bidder/Bidder and KAMARAJAR PORT LIMITED for charter of Crafts.

4.1.17 **‘ PAID DOWN TIME’** means the time during which the chartered Crafts are not available for Port operations due to any reasons with prior permission obtained from GM(MS) and the daily hire rate is payable during this period. This period is for maintenance of the crafts so as to ensure smooth uninterrupted shipping movements.

4.1.18 **‘BREAKDOWN’** means the time during which the chartered Crafts are not available for Port operations and for which no prior permission has been obtained from GM (MS) and also it is not of planned nature.

4.1.19 **‘IN WRITING’ or ‘WRITTEN’** means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication.

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

4.2 SECTION 1 - GENERAL CONDITIONS OF CHARTER:-

4.2.1 PERIOD OF CHARTERING:-

4.1.21 The Bidder shall provide and the Kamarajar Port Limited shall use the services of Crafts for a period of Seven (7) years extendable up to maximum of Two (2) years at same terms and conditions for 2 Nos 50 Ton Bollard Pull Tugs at 90% MCR at the discretion of the Kamarajar Port Limited, if required with effect from the date of acceptance of the Craft by the Kamarajar Port Limited on charter from the contractor as per the terms and conditions of contract. Three month prior notice will be given; If **KAMARAJAR PORT LIMITED decides to extend the contract of charter period. Extension period will be on discretion of port based on need basis and performance.**

4.2.2 CHARTER RATE :-

The Bidder shall quote the Charter Rates per day of 24 hrs per each Crafts in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Tender Document. The Charter Rate given in other currencies and in any other format by any Bidder shall be termed as Non-Responsive Offer and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period and no escalation in the charter rate shall be accepted.

4.2.3 The day means 24 hrs. Of duration commencing from 0600 hrs to 0600. Of the following day.

4.2.4 CHARTER RATE AMOUNT:-

4.2.4.1 The charter rate amount submitted by the Bidder shall be gross rate after taking into consideration of Wages, Taxes and GST shall be quoted separately, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Crafts shall bear all the costs of running the Crafts for operation at Kamarajar Port Limited. **The Kamarajar Port Limited will provide LSHFHS fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder for the operation of the Crafts. The Kamarajar Port Limited shall also provide water and berth free of cost i.e no vessel related charges including berth hire, port dues etc will be levied and the shore power will be provided free of cost but provisions shall be made by the Contractor.** The Bidder shall take written permission from the General Manager (MS) and shall erect necessary electrical accessories, KWH Meter, breakers and cables at his own cost for availing shore connection at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidders cost.

4.2.4.2 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 Crafts shall also be to the account of the Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted charter rate.

4.2.4.3 The space for tying up the Crafts shall be provided or facilitation done for staying alongside the crafts or jetty based on availability and shall not be required to pay the Port related charges like berth hire, port dues etc.

The Contractor shall also be required to make payment for fuel, consumed by the crafts, whenever the crafts are not available

for operation beyond the allowed maintenance period (Paid Downtime).

4.2.4.4 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 KPL Representative at the Bidders cost and if proved the penalty clause will be applicable.

4.2.5 CHARTER COMMITMENT :-

The Bidder shall commit to provide the services of the Crafts or their substitute crafts with stipulated Bollard Pull to KAMARAJAR PORT LIMITED for the entire duration of Charter period and agree to maintain these Crafts as per the Tender specifications of the KAMARAJAR PORT LIMITED in a seaworthy condition duly certified by the Indian Register of Shipping with valid Insurance, Valid Class Certificate (IRS/IACS) and manned as per statutory regulations for the entire contract period.

4.2.6 CHARTER PARTY AGREEMENT :-

The Bidder 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 15 days from the date of issue of Letter of Acceptance.

4.3 CARE AND DILIGENCE:-

4.3.1 The Bidder 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 Kamarajar Port Limited for the proper, efficient and effective carrying out of their duties.

4.3.2 The contract shall commence and terminate at **Kamarajar Port Limited**. The tugs would be accepted by KPL on satisfactory trails by IRS OR IACS at Kamarajar Port Limited done prior 28.10.2017.

4.4 AVAILABILITY:

4.4.1 The Crafts shall be available for the Port operations on all days of the year except for the allowed maintenance period (PAID DOWNTIME) of only 24 Hours for each Crafts in a month. The Bidder shall be eligible for 12 days (i.e.) 24 hours each month per each Crafts as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Crafts should be made available for shipping operations or other duties as directed by the General Manger (MS), the Controlling Officer or his authorized representative.

An **IRS OR IACS Classed sister/ similar Crafts with similar/better specification (in seaworthy and efficient condition and should be in possession of all necessary valid certificates)** will also be needed to be deployed for shipping operations at KPL in case the nominated tugs 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 GM (MS).

The sister/ similar/substitute Crafts deployed by the contractor shall be permitted to operate for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty shall apply. The B.G towards Performance Guarantee shall be encashed as per clause 2.17 of the general conditions of the contract.

4.4.2 The Contractor shall ensure that the Crafts are in state of readiness at all times. However KPL may endeavor to give 10 minutes notice in normal circumstances to crafts Masters prior commencement of any movement.

4.4.3 Any planned dry dock and/or otherwise for the crafts can be done only with prior permission of GM (MS) and also sister/ similar crafts will have to be deployed for the entire period, the offered tugs are out of service for dry-dock and/or otherwise.

If replacement/similar or better specification crafts are substituted for dry dock period only and has been accepted by KPL with following deficiencies the penalty mentioned below will be applicable.

1. Age

More than 5 years and less than 10 years as on replacement date:- For 1st 15 days a penalty of 10% per day of the daily hire rate shall be levied. From 16 to 30 day a penalty of 15% per day of daily hire rate shall be levied.

2. FiFi class:- Non compliance with respective FiFi class will attract penalty as follows:-

Half FiFi – 2 Nos 50 Ton Bollard Pull Tugs

For 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to 30 day a penalty of 5% per day of daily hire rate shall be levied.

A maximum period of 30days for Dry docking period will be provided.

The conditions of the tender document shall remain unaltered.

4.5 ALLOWED MAINTENANCE PERIOD (Paid Downtime) :-

- 4.5.1** The Bidder shall be eligible for **24 hours** allowed maintenance period for each Crafts **in a month** i.e. 12 days in a year during the currency of contract.
- 4.5.2** In case of non-utilization of allowed maintenance period of 24 hours (down time) during the month, **the Bidder shall be allowed to carry over the unutilized hours to subsequent two months.** i.e the unutilized Paid Downtime for the month of January will lapse on 1st of April.

For Eg: Paid Downtime for the month of April can be availed till 31 May only. On 1 June the Paid Downtime of the month of April if not availed will lapse.

During the breakdown period which exceeds the available down time, upto 20 days fuel cost if any will be levied. After 20 days applicable berth hire/ port charges including fuel cost would be charged on the tugs as per prevailing Scale of Rates will be applicable.

- 4.5.3 In case, Crafts are still not in operation even after consuming all the available Paid Downtime, The daily Charter hire shall not be paid for the duration the Tugs are not in operational state and the penalty will be levied as per the penalty clause.** However if a substitute crafts/ sister/ similar crafts are provided the daily hire rate will be paid from the time the sister/ similar tugs are provided for the ports use as per the rate for the contracted crafts and imposition of penalty will cease from that time. However the conditions for employment of sister/similar tugs/ substitute tugs should be as per the clause 2.4

4.6 BREAKDOWN MAINTENANCE:-

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

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

4.6.3 The designated Officer to look after the Port Operation of the Chartered Crafts nominated by the General Manager (MS) shall maintain the records relating to Breakdown, Crafts Operation, Speed, Fuel oil (LSHFHSD) 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 Crafts, Fuel oil consumption and send monthly report to the General Manager (MS).

In case of detection of shortfall or misuse of fuel / water / electricity from the logbooks or during inspection by KPL officials, the cost of the same shall be recovered from the contractor as per prevailing IOC's cost of LSHFHSD plus overheads if any. In case of serious cases, severe action shall be taken against those indulging in such activities.

4.7 CLASS MAINTENANCE:-

The Bidder shall confirm to maintain the Crafts in its original or IACS class, during the entire contract period. Kamarajar Port limited should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the Crafts in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with MS Act 1958 and agree to operate the Crafts and to provide the Class certificate (IRS or IACS) at the Bidder's cost.

4.8 MANNING:-

The Crafts shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned as per the requirements of MS Act.

4.8.1 The successful Bidder is required to operate the Crafts in accordance with the class requirements and the Merchant Shipping Act. The Crafts are required to be manned under (Merchant Shipping Act) Safe Manning guide lines issued by DG (Shipping) while on contract with Kamarajar Port Limited. Only Indian Nationals will be allowed to work in the Crafts. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of crafts as per the ILO /statutory provisions.

4.8.2 The General Manager (MS) or his authorized representatives shall inspect the Crafts and any discrepancies found shall be promptly rectified by the Co-coordinator/contractor.

4.8.3 The Contractor is required to obtain Security clearance from Police and/or from other appropriate authorities as per Port Rules for all the crew proposed to be engaged for operating the Crafts and such security clearance along with copies of statutory certificates shall be submitted to the Controlling officer before engagement of all or any of the crew members.

4.9 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.

4.10 FUEL CONSUMPTION:

During the course of chartering, if the fuel consumption of the Crafts or the replacement Crafts are found above the declared consumption (originally offered Tugs) 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 overheads, if any.

4.11 NOTIFICATION OF AWARD:

- a) Prior to the expiration of the period of tender validity prescribed in the tender. KPL will notify the successful Bidder(s) through letter/s by post/fax confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the Contractor in consideration of the execution of the contract by the contractor.
- b) The Crafts have to be placed at disposal of KPL for shipping movements after IRS OR IACS surveys and certification, Bollard Pull tests and grant of permission by GM (MS) positively by 28.10.2017.
- c) Upon the receipt of Letter of Award of the contract, the successful Bidder[s] 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 KPL. Duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the Contractor after the signature of appropriate authority. Contractor shall make 5 bound copies of the agreement with duly

signed tender copy at his own cost and submit to Kamarajar Port Limited.

- d) The successful Bidder shall submit BG towards Performance Guarantee prior to signing of agreement.
- e) Any delay caused due to any correspondences / clarifications / requests etc. received from the Bidder after the date of issue of the Letter of Award will be to the account of the successful Bidder and no extension of time will be granted.

4.12 GUIDELINES TO BIDDER:-

- 4.12.1** The Crafts shall be deployed for shipping work in the Kamarajar 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 Crafts shall also be made available for assisting towage of disabled vessels, salvage operations at the discretion of the Controlling Officer viz., General Manager (MS) or the authorized representative of Kamarajar Port Limited. The Crafts may also be used at neighboring ports (without changing manning pattern of the Tugs as prescribed by authority of Kamarajar Port subject to obtaining No Objection Certificate / Dispensation from DG(Shipping) and/or Tamil Nadu Maritime Board for movement of Tugs without voyage permission) at discretion of Kamarajar Port Limited.
- 4.12.2** The Contractor shall operate the Crafts, as per the instructions of the Controlling Officer viz., General Manager (MS) or his authorized representative of Kamarajar Port Limited. 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 General Manager (MS) (or) his authorized representative of Kamarajar Port Limited.
- 4.12.3** The Contractor shall not have any direct dealing regarding scheduling of the Crafts with any of the Steamer Agents / Ship Owners / Masters / or their authorized representatives etc.
- 4.12.4** The Controlling Officer of the Crafts shall be the General Manager (MS) of Kamarajar Port Limited and the crew of the Crafts shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.
- 4.12.5** In case, the General Manager (MS) 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 Crafts. The contractor shall arrange for suitable replacement within 48 hours failing which severe action will be taken

including termination of the contract by the Kamarajar Port Limited.

4.12.6 If the offence is serious Kamarajar Port shall inform to the concerned enforcing authorities.

4.13 PAYMENT TERMS:-

4.13.1 The KAMARAJAR PORT LIMITED shall make monthly payment for the Crafts at the Charter rate per each Crafts per day quoted in the Each Bill of Quantities (BoQ) in Indian Rupees after adjusting the recoveries payable by the Contractor under this Agreement.

Charter Rate for each Crafts 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)

4.13.2 In case the recoveries like penalties, or any dues to the Kamarajar 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.

4.13.3 The Contractor shall submit monthly Claim bill for crafts in the KPL format in duplicate to the Office of the General Manager (MS). After scrutiny of the bill, the payment shall be made within 30 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, in case any discrepancy is found and there is a resultant delay in effecting payments, the Contractor is not entitled for any type of compensation or interest if there is any delay in making payment to the Contractor.

4.14 GENERAL:-

The charter rate amount quoted shall be base rate and other taxes viz., GST separately, in connection with chartering of Crafts to Kamarajar Port.

4.14.1 GOODS AND SERVICES TAX (GST): -

The GST shall be quoted separately in Price Bid and shall be reimbursed on the subsequent month on receipt of ITC at KPL's GST Portal.

4.14.2 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 Crafts during the currency of the contract. The Crafts 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 Kamarajar Port Limited. It shall be borne by the Contractor.

4.15 DEDUCTION OF TAXES & LEVIES AT SOURCE :-

The Kamarajar Port Limited shall deduct the Tax & Levies including Income Tax at source as per the Law applicable to the Contractor.

4.15.1 INCOME TAX

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

4.16 LIEN:-

The Kamarajar Port Limited 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 Kamarajar Port Limited to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Kamarajar Port Limited and the Contractor.

4.17 PERFORMANCE GUARANTEE :-

The successful Bidder shall furnish an unconditional and irrevocable Bank Guarantee for total value of 10% of the yearly contract cost valid for a period of 12 months on renewable basis which has to be renewed every year for the entire period of the contract prior to signing the agreement ie, within 15 days from the date of issue of LOA. The validity of the BG should be 12 months and additional 3 months claim period from any Indian Nationalized bank / Scheduled bank enforceable and encashable at Chennai. The Kamarajar Port Limited will have

unconditional option under the Guarantee to invoke the said Bank Guarantee and to claim the amount from the Bank. The Bank shall be obliged to make payment to the Kamarajar Port Limited upon mere demand without any demur. The Bank Guarantee shall be furnished in the format enclosed to the Tender Document. In the case of extension of contract beyond 84 months the contractor is required to extend the validity of the performance bank guarantee suitably as required by the Kamarajar Port Limited. The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.

4.18 CHANGE IN CONSTITUTION: -

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

4.19 PENALTY:-

If the tugs are inoperative and / or unavailable and KPL is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to nonpayment of charter hire charges on prorate basis:

From the time and date of such non-availability / In-operative – up to 10 days	20% of hire charges per day or part thereof on prorate basis
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This Clause will be operative, if the Crafts remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the GM (MS) or his authorized representative for any reasons. In addition to the non-payment of charter rate for the period of non-availability of the Crafts, the Penalty shall be levied as per the provisions of the relevant Clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

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

The contractor has to provide a substitute crafts/sister/ similar crafts with similar/better 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.

However the fuel consumption of the replacement tug shall be restricted to the fuel consumption of originally offered Crafts.

Further, the sister/ similar/substitute Crafts which is deployed by the contractor shall be required to operate for a maximum period of 90 days only from the date & time Crafts are deployed and failure to deploy the originally offered tugs within 90 days, the contract is liable to be terminated at the discretion of KPL. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor the substitute crafts with similar or better specifications only may continue for remaining currency period of contract.

If the Contractor fails to provide the substitute crafts after 10 days:-

- (g) KPL may arrange a tug from the market and the differential cost (including mobilization and demobilization charges) after adjusting the daily hire rate payable against the rate of the tugs sourced from the market will be deducted in addition to levying penalty of 10% of quoted hire charges per day or part thereof on pro rata basis for each day the substitute crafts are not provided or the chartered crafts are not put back in service.
- (h) In case, the contractor is able to provide a substitute tugs/ offered tugs after the Port has employed Tugs, the charter of the Port procured tugs shall cease immediately upon delivery of contractor provided substitute tugs/ offered Tugs.
- (i) If contractor expresses his inability to provide the offered crafts or substitute crafts by 20th day then the contract shall be terminated.

In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as above shall apply. The B.G. towards Performance Guarantee shall be encashed as per clause 2.17 of the general conditions of the contract.

4.20. 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.

4.21 ECS PAYMENT

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

Particulars of the bank A/C

1. Bank Name
2. Branch name & address
3. Phone No.
4. Type of account
5. Account number
6. Nine digit MICR Code number
7. FICS code.

4.22 Mode of and payment

Payment shall be made after the contractor prepares and submits the bills once in a month.

4.23 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.

4.24 ASSIGNMENT AND SUB-LETTING :-

The Contractor shall **not sub-let** the contract or any part thereof **without the written permission** of the Kamarajar Port Limited nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the Kamarajar Port Limited 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 labor or a piecework basis shall not be deemed to be a sub-letting under this clause.

Arranging substitute Tugs for a short period will be considered as a sublet.

4.25 COMPLIANCE WITH STATUTORY REQUIREMENTS:

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, Harbour Craft Rules and Rules and Regulations of Kamarajar Port Limited and other maritime legislations/rules/regulations etc. in so far as they are applicable to this contract.

Port should be indemnified by the Contractor to comply with The Contract Labour Act, Workmen Compensation Act etc., Applicable to this contract and shall follow the ESI and Provident Fund Rules for their personnel and documentary Proof shall be produced to the Kamarajar Port Limited along with the monthly bill.

The Contractor shall indemnify and keep the Kamarajar Port Limited indemnified in case any proceedings are taken or commenced by any authority against the Kamarajar Port Limited 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 Kamarajar Port Limited is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Kamarajar Port Limited 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 Kamarajar Port Limited is required or called upon to pay or reimburse on behalf of the Contractor.

4.26 BOLLARD PULL

4.26.1. The steady / sustained Bollard Pull of the Tug should be 50 Tons for 2 Nos 50 Tons Bollard Pull Tug **at 90% MCR** or more 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.

4.27 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 tugs, before putting the Tugs 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.

KPL also reserve the right to carry out Bollard Pull test of the tugs if warranted at any time during the currency of the contract. In case bollard pull falls below the required Bollard Pull of 50 tons for two (2) tugs as the case may be at 90% MCR, KPL 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. However, if, Bollard pull falls 2T below the required Bollard Pull, KPL 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 in KPL harbour. However, the time and fuel consumed for the test will be to the KPL's account.

In case the certificate of Bollard Pull Test is not older than six months from the last date of submission of the bid the requirement to carry out fresh Bollard Pull Test at KPL prior deployment is waived off.

4.28. KPL will not be responsible for any damage suffered by the tugs due to failure of the tugs or errors of the Master and crew or any reasons whatsoever.

4.29 CERTIFICATES:

The Contractor shall comply with all acts, regulations and bye laws related to operation of tugs in Indian territorial waters, and shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Shipping, MMD etc. for deploying the tugs for service in the port, before the tugs are put into service.

4.30 DELIVERY PERIOD:

The Crafts shall be at KPL by 0600 hrs on 01.11.2017 in seaworthy and efficient condition after completion of trials and tests by IRS OR IACS and shall be in possession of approval of GM (MS) after submission of documents by 28.10.2017.

4.31 LIQUIDATED DAMAGES:

If the Contractor fails to submit the subsequent documents to GM (MS) by 28.10.2017 after carrying out the trials and tests by third party (IRS or IACS) at Kamarajar Port and it is found that the availability of Tugs as per clause 4.4 are not in position for subsequent deployment at Kamarajar port from 01.11.2017, 0600 Hrs for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

4.32 MAINTENANCE AND OPERATION OF THE TUGS:

- (a) The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the General Manager (MS) 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 tugs shall during the charter period be for all-purpose at the disposal of KPL and under their control in every respect. The Contractor shall maintain the tugs, 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 tug with unexpired classification of the class/MMD and with other required certificates in force at all times.
- (c) KPL shall have the use of all outfit, equipment, and appliances on board the tugs 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 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 tugs. 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 tugs should have a set of competent and qualified Master and Crew, as required by statutory regulation.
- (e) The Master to execute KPL's instructions with the utmost dispatch and to render customary assistance with the tugs crew. The Master to be under the order of KPL except as regards employment, agency or other arrangements. The Contractor shall indemnify KPL against all consequences or liabilities arising from the Master, Officers or Agents for their unlawful actions as well as from any irregularity in the tugs papers.
- (f) If KPL 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, KPL shall have the right to demand the changes of any Master or other crew which demand shall not be unreasonable.
- (g) KPL 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 KPL.

4.33. Except as otherwise stated in this tender or as may be agreed from time to time, all operational costs including wages (Minimum Wages Act or any other Act), Allowances, Victualing, Insurance, Mobilization and Demobilization will be borne by the Contractor. Repairs, survey and other requirements to keep the tugs operational will be to Contractor's account and during any absence of the tugs from duty or inability of the tugs to perform for these or any other reasons, will result in

nonpayment of hire charges, for the period the tugs were not made available as per clause 2.19 of the General Conditions of contract.

- 4.34** Tug should have the facility of respective FiFi class as certified by the class (IRS/IACS) as follows.

Half FiFi – 2 Nos 50 Ton Bollard Pull Tugs

(i.e. For Full FiFi, No of Monitors - 2 Nos, Monitor capacity(m³/Hr) - 1200, No of pumps 1-2, Total Pump capacity - 2400 m³/Hr, Throw length - 120m and Throw height - 45m) requirement for firefighting and accordingly for Half FiFi)

KPL will provide only water and fuel to the tugs. Shore power will be provided free of cost but provisions shall be made by the Contractor. Other facilities like Office Space, Godown, Water Front area (subject to availability) for minor repair shall be provided on chargeable basis as per applicable rates and port would reimburse the cost of anti pollutants if used based on actual, whilst the tugs are on hire. Apart from the above, no other services including lubricants or fluids shall be provided by the KPL.

4.34. (1) AFFF Requirement

The contractor shall provide sufficient quantity of AFFF 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 fire fighting exercise or any other purpose as directed by KPL, the cost of the same shall be reimbursed to the contractor only after he replenishes the used quantity of foam.

4.34. (2) Oil Spill Response (OSR) Requirement

The offered Tug should comprises a part of OSR combating Team and should have equipped with arms on both side for the purpose of spraying the oil spill dispersant to combat the oil spillage. The offered Tug should have facility to store 400ltrs of Oil Spill Dispersant type II. The contract should ensure availability of 400ltrs of above said dispersant at all times ready for use. The offered Tug should have adequate deck space for placing Skimmer with power pack and requisite hoses of approximate size (Skimmer 1200x800x750mm 76Kg & power pack 1200x800x750mm 150Kg) as part of readiness to combat oil spill if any.

4.35 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 Kamarajar Port Limited during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

KPL will not be responsible for any damage suffered by the Tugs due to failure of tugs or errors of the Master and crew or any reason whatsoever.

4.36 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:-

4.36.1

1. In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably. In the event there is no amicable resolution of the dispute or difference between the parties within thirty days from the date of notice of the said dispute or difference by either party, such dispute or difference shall be referred to a sole arbitrator to be nominated by the Chairman and Managing Director, KPL. Provided that notwithstanding the escalation of any dispute or difference to arbitration, (save and except such disputes as has arisen out of, or in connection with termination), the Contractor acknowledges and undertakes that its obligations under the contract shall continue to subsist and its work under the contract shall continue without interruption during the subsistence of the dispute or difference.

2. The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Chennai shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. The venue of arbitration shall be Chennai, and the arbitration proceedings shall be conducted in English.

3. The parties agree that the Arbitration pursuant to the Clauses 1 and 2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.

4.37 TERMINATION OF CONTRACT:-

The Contract can be terminated under the following cases:

- (i) KPL 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 after giving three warnings in writing.
- (iii) The Contractor fails to provide the Crafts as per the specifications of Kamarajar Port.
- (iv) The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Crafts.

- (v) When the bollard pull of the Crafts falls below norms set in Bollard Pull test Clause.
- (vi) In case of indiscipline of the crew of the Crafts or refusal to carry out the orders of the General Manager (MS) or his authorized representative.
- (vii) It is informed that incase of unavailability of particular tugs, the contract of particular tug will only be terminated as per terms and conditions of the contract.

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

4.38 FORE CLOSURE:-

The Kamarajar Port Limited has the right to Foreclose the contract for National Security, National Emergency and in general public interest or for any other reasons, the Kamarajar Port Limited feels deemed fit. The Kamarajar Port Limited will endeavor to issue a written notice of not less than three months of the intended foreclosure to the Contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the Crafts and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

If the Kamarajar Port Limited does not require the services of the Crafts, the KPL shall endeavor to give three months notice to the Contractor. During this three months notice period, the Kamarajar Port Limited shall use the Crafts and pay the same Charter Rate.

4.39 FORCE MAJEURE:-

4.39.1 In the event of either party being rendered unable by Force Majeure to perform any obligations required to be performed under this contract, the relative obligation of the party affected by such force majeure shall upon notification to the other party be suspended for the period during which such cause lasts, unless force majeure operates for a period in excess of 15 days.

4.39.2 "The term force majeure shall mean War and Any prevailing Acts & Regulation of Government of India, State Government or any Local Government or acts of God or events such as flood, Landslide, volcanic eruption or fire, war, hostilities (Whether war be declared or not), invasion, act of foreign enemies, Rebellion, revolution, insurrection or military or usurped power or

Civil war”.

- 4.39.3** Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty four hours (24) hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim.
- 4.39.4** Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.
- 4.39.5** The decision of the General Manager (MS) of the Kamarajar Port Limited shall be final and binding in this regard.

4.40 ENTIRE AGREEMENT:-

This agreement, together with the Tender document which includes Instructions to Bidders, General Condition of Contract, Form of Tender, Charter Party Agreement, Sale Agreement, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, Integrity Fact, schedules and any addendum/corrigendum thereto, Discussions and queries raised and answers given during the pre-bid meeting, related correspondences with the Bidders 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 Case of any discrepancy found in this Agreement, Said tender terms and conditions will be final and binding.

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.-----

(Contractor)

KAMARAJAR PORT LIMITED.

(Charterer)

WITNESS**WITNESS**

SCHEDULE – II
FORMAT OF THE COVERING LETTER

(To be submitted by the Bidder)

Date:

The Chairman and Managing Director,
 KAMARAJAR PORT LIMITED,
 Vallur post Nr NCTPS,
 Chennai – 600120

Dear Sir,

Sub: RE-TENDER FOR CHARTERING OF 2 Nos 50 Tons Bollard Pull Tugs at 90% MCR (Two Covers System) by Kamarajar Port Limited– Reg.

Please find enclosed our proposal in respect of the RE-TENDER FOR CHARTERING OF 2 Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively *in* response to the Tender issued by the KAMARAJAR PORT LIMITED (KPL).

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 KPL for the same).

- 3) We have examined in detail and have understood the terms and conditions stipulated in the tender document issued by KPL and in any subsequent communication sent by KPL. 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 KPL.
- 4) We confirm to provide charter Crafts for carrying out shipping operations and for other requirements of the KAMARAJAR PORT LIMITED.
- 5) We confirm that there are no conditions in our financial proposal and our Financial Proposal is unconditional and submitted online in the prescribed format without any changes.
- 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 Crafts 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 Kamarajar Port Limited'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 Crafts to Kamarajar port Limited, in the event that we are the successful Bidder.
- 10) We confirm that all the terms and conditions of the proposal are firm and valid for acceptance for a period of 240 days from the last Due Date for the submission of this proposal.
- 11) Having examined the instructions to Bidders, General Conditions of Contract, Scope of Work, Integrity Pact, Agreements, Technical specifications and Schedules for the above named work we offer to execute the same as per instructions to Bidders, General Conditions of Contract, Scope of Work, Integrity Pact, 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 LOA 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 yearly amount calculated at the daily hire rate for due performance of the contract and sign the agreement within 15 days from the date of issue of Letter of Acceptance.
- 14) We undertake to abide by our Tender for a period of 240 days from the last date for receiving the same or such extension of time 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 Bidder'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 Chartering of Crafts.
- 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 Crafts on charter at the rate indicated in our offered tender and to make available the Crafts 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: _____

11)

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. The executing bank shall be from a Nationalized/ Scheduled Bank in India)

From:

.....
.....Name and Address of the Bank.....
.....

To:

The General Manager (MS),
Kamarajar Port Limited,
Vallur Post,
Chennai – 600120.
Tamil Nadu

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

In favour of

The Board of Directors of Kamarajar Port Limited (hereinafter called “the KPL”) having its office at Vallur Post, Chennai – 600 120 which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s(Name of Bidder/contractor, if individual)....., (hereinafter called “the Contractor” which expression shall unless it be repugnant to the subject or context thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract “Chartering of 2Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively”, (hereinafter called to as “the Contract”) and the KPL has issued Letter of Award for the Award of Contract to the Successful bidder.

WHEREAS the KPL has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs..... (Rupees only) by way of Security for execution of the Contract Agreement for the Contract within a period ofdays from the date of issue

of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

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

- a) The Successful bidder shall execute the Contract Agreement before(date) and shall perform the contract of "Chartering of 2Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively" in accordance with the bid documents .
- b) We, the Guarantor, shall without demur, pay to the KPL an amount not exceeding Rs.....(Rupees.....only) within five (5) days of receipt of a written demand thereof from the KPL stating that the Successful Bidder has failed to meet its performance obligations as stated in Clause (i) above.
- c) The above payment shall be made by us without any reference to the Successful Bidder or any other person and irrespective of whether the claim of the Company is disputed by the Successful bidder or not.
- d) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (3) month i.e., up to and inclusive of (date).
- e) In order to give effect to this Guarantee, the KPL shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the KPL or by the extension of time of performance granted to the Successful Bidder or any postponement for any time of the power exercisable by the KPL against the Successful Bidder or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of the KPL or any indulgence by the KPL to the Successful Bidder to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.
- f) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.
- g) The Guarantor has power to issue this guarantee and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under
- h) It is also hereby agreed that the courts in Chennai would have exclusive jurisdiction in respect of claims, if any, under this guarantee.
- i) Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees _____ only);
- b) This Bank Guarantee shall be valid up to _____; 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).
- d) This Guarantee is **encashable at Chennai** (Name of the Branch and address to be given).

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

Date.....
Place:.....

.....
(Signature of Authorized person of Bank)
.....
(Name in Block letters)
.....
(Designation)
..... (Address).....

Bank's Seal
Authorisation No.....

- Witness:
- 1. Signature
Name & Address & Seal
 - 2. Signature
Name & address & Seal

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

SCHEDULE - IV

FORMAT FOR POWER OF ATTORNEY FOR AUTHORISED SIGNATORY OF THE FIRM

POWER OF ATTORNEY*

(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 authorise Mr./Ms.(name and residential address who 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 “Chartering of 2 Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively” including signing and submission of all documents and providing information/responses to General Manager (Marine Services), KPL, Chennai, representing us in all matters, dealing with KPL 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 the day of 2017.

(Signature of authorized Signatory)

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

Witness

<u>Witness 1:</u>	<u>Witness 2:</u>
Name:	Name:
Address:	Address:
Occupation:	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 - V

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 address who 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 "Chartering of 2Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively" including signing and submission of all documents and providing information/responses to General Manager (Marine Services), KPL, Chennai, representing us in all matters, dealing with KPL 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 the day of 2017.

(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:

General Manager (MS),
Kamarajar Port Limited,
Vallur Post Nr NCTPS,
Chennai – 600 120
Dear Sir,

Sub: Re-Tender for “Chartering of 2Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively”–Reg.

This has reference to the Proposal being submitted by us/Joint Venture in respect of the Contract for “Chartering of 2 Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively” in response to the tender document issued by Kamarajar Port Limited (KPL).

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:
 - The tender document issued by KPL
 - All subsequent communications between KPL and the Bidder, 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 pre-bid meeting and the proposal being submitted by the Bidder/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 Bidder/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
FORM OF BANK GUARANTEE FOR EMD

FORMAT FOR BID SECURITY/EMD
(BANK GUARANTEE)

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

From:

.....
.....Name and Address of the Bank.....

To:

The General Manager (MS),
Kamarajar Port Limited,
Vallur Post,
Chennai – 600120.
Tamil Nadu

WHEREAS[Name of Bidder] (hereinafter called “the Bidder”) has submitted his bid dated[Date] for the “Chartering of 2Nos. 50T BP Tug (at 90% MCR) for a period of Seven (7) years extendable for up to Maximum of Two (2) years respectively” (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, Kamarajar Port Limited (hereinafter called “the Employer”) in the sum offor which payment well and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank thisday of2017.

THE CONDITIONS of this obligation are:

- 1) If 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 contract Agreement in accordance with the Instructions to Bidders, if required ; OR
 - b) fails or refuses to furnish the Contract Performance Security, in accordance with the Instruction to Bidders,

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 both of the two conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date twenty eight (28) days after the date of expiration of the Bid validity deadline for as stated in the Instructions to Bidders.

(i) Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. and the guarantee shall remain valid till Unless a claim or a demand in writing is served upon us on or beforeall our liability under this guarantee shall cease.

All claims under this guarantee shall be presented to and enacted at the following branch **at Chennai.**

DATE

SIGNATURE OF THE AUTHORISED PERSON OF BANK.....

SEAL OF THE BANK

SIGNATURE OF THE WITNESS

SCHEDULE – VIII**LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER**

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

Sr. No	Clause Ref. No.	Description of Documents	Whether submitted by the Bidder (Yes/No.) & Ref. of page No.
1	Cl. No. 1.3 of Instructions to Bidders	The Tender document duly signed and stamped on all the pages. In case of Joint Venture Lead partner has to fulfill all requirements of said tender.	
2	Cl. No. 1.2 and 1.4.2 of Instructions to Bidders	Cost of Tender Document and Earnest Money Deposit submitted on or before last date of submission of tender	
3	Cl.No.1.6.1 & 1.6.7.4	Proof for ownership for the Tugs Offered/Agreement with builder in case of newly built or seller in case of purchase.	
4	Cl. No. 1.6.4	In case of Joint Venture: Agreement with owner or builder of the crafts with all details as per the clause.	
5	Cl.No.1.6.6 of Instructions to Bidders	Documents pertaining to Turn Over.	
6	Cl.No.1.6.7.1 of Instructions to Bidders	GA Plan	
7	Cl.No.1.6.7.2, 1.6.7.3, Sction 3.0 of Instructions to Bidders and Schedule X	Schedule X and all supporting certificates as required by the mentioned clauses supporting the technical specifications of the Tugs.	
5	Cl.No.1.6.7.5 of Instructions to Bidders	Details of present technical staff and their qualification, experience and key personnel for administration & execution of this contract and Co-ordinator	
6	Cl.No.1.6.7.6 of Instructions to Bidders	Details of the Partners/ Directors	

7	Cl. No. 1.6.7.7 Instructions to Bidders	Power of Attorney (Schedule IV and V) on stamp paper, in favor of person authorized to sign the tender document.	
8	Cl.No.1.6.7.8 & 1.6.7.9 Instructions to Bidders	Copies of original document defining the constitution or legal status.	
9	Cl.No.1.6.7.10 of Instructions to Bidders	Detailed information regarding current litigation, if any, in which the Bidder is currently involved.	
10	Schedule IX and 1.6.7.11 of Instructions to Bidders	Documentary proof to establish the experience, technical competency of the Bidder in management and operation of Ships/ vessels and any other relevant details	
11	Cl.No.1.14 and 1.6.7.12 of Instructions to Bidders	Documents pertaining to Partnership firm/Joint Venture and details Joint Venture firm/Foreign firm with whom entered into Agreement	
12	Schedule XI and Cl.No.1.30,1.8.1 1.9,1.11,1.3, 1.4.5,1.6.7.14, 1.6.12,1.6.18	Acceptance of integrity pact	

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

SCHEDULE - IX**DETAILS OF PAST EXPERIENCE*****(in the last 7 years ending on 31st December 2016)***

NAME OF VESSEL / CRAFT	PERIOD OF CONTRACT/ HIRE	NAME OF OWNER/ CHARTERER	BRIEF SPECS. OF VESSELS / CRAFTS TYPE & SCOPE OF WORK

**Signature of the
Tender with date & Seal**

SCHEDULE – X
TECHNICAL SPECIFICATION OF TUGS OFFERED

The Tugs shall not be more than 5 years old on 31.12.2016

**(Certificates certifying the below should be uploaded with the
techno-commercial bid)**

Technical Specification

2 Nos. 50 Ton Bollard Pull Tugs at 90% MCR

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
At 90% MCR) :
8. L.O.A. :
9. Breadth (Moulded) :
10. Depth (Moulded) main hull :
11. Draft (Max) :
12. Speed :
13. Flag/Nationality :
14. Port of registry :
15. Main Propulsion Engines
 - i. Make/Model No. :

- ii. BHP/Eng :
- iii F O Consumption in
lit/hr/engine at 100 % MCR :
- 16. Propulsion and steering :
- 17. Auxiliaries
 - i. Total no of DG sets on board :
 - ii. Make/Model No.
 - iii. Rating of each DG set in KVA :
 - iv. Total shipload in KW/Watt :
 - v. Fuel oil consumption of
Aux Engine at 100% MCR :
- 18. Fuel Capacity :
- 19. Fresh water capacity and
Consumption per day :
- 20. Communication equipment
(Specify each eqpt) :
- 21. Navigation Equipment
(Specify each eqpt.) :
- 22. Lube oil consumption :
- 23. Manning(As per requirement
of statutory authority) :
- 24. Towing arrangement
 - i. Towing winch (tons) :
 - ii. Towing hook(tons): SWL :
- 25. External firefighting equipment
with nos., capacity and class :
- 26. Pollution fighting capability (specify):
- 27. Towing lines :
- 28. LSA/FFA Equipments :

Signature of the Bidder with Seal

SCHEDULE - XI

INTEGRITY PACT

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

GENERAL

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

BETWEEN

Kamarajar Port Limited, represented by the Chairman cum Managing Director, Kamarajar Port Limited, 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/material/spare at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary

impact of corruption on public procurement, and

Enabling 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 cum Managing Director / Chief Vigilance Officer of Kamarajar Port Limited 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 of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly the

Bidder/Contractor of Indian Nationality shall furnish the name and address of the foreign principals, if any.

- (vi) Bidder / 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 or foreign to intercede, facilitate or in any way to recommend to the Principal/Employer or any of its functionaries, whether officially or unofficially to the award of the contract to the Bidder / Contractor, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.
- (viii) The Bidder / Contractor, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the Principal/Employer or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.
- (ix) The Bidder / Contractor will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.
- (x) The Bidder / Contractor will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.
- (xi) The Bidder / Contractor shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the Principal/Employer as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The Bidder / Contractor also undertake to exercise due and adequate care lest any such information is divulged.
- (xii) The Bidder / Contractor commit 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 make incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or 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 Earnest Money Deposit (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, 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 (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 or any other statute enacted for prevention of corruption.
- (xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

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

Independent Monitors

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

1. Shri Velayutham Venkatachalam, IAS (Retired)

House No:92
 Ramnagar North Extension,
 6th Main Road,
 Velachery,
 Chennai – 600 042.
 Ph.no:044-22592455
 M:8939663600
 Email:Vvenkat1952@yahoo.co.in

2. Er. T.Govindarajan,

No. 5/5/, Saraswathy Nagar,
 Behind CSI Church,
 Kovaiputhur,
 Coimbatore – 641 402.
 M:9443380092
 Email:ertgrajan@gmail.com

- (a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.
- (b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.
- (c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / 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 Kamarajar Port Limited.
- (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 Kamarajar Port Limited 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 consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

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

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 up to 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 Kamarajar Port Limited.

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
by the CMD, Kamarajar Port Limited

BIDDER / CONTRACTOR

Name of the Officer
Designation

Name
Designation

Witness 1
Name & address

Witness 1
Name & address

Witness 2
Name & address

Witness 2
Name & address

Place:
Date:

Place:
Date:

KAMARAJAR PORT LIMITED**MEMORANDUM**

We hereby tender for the execution for Kamarajar Port Limited of the work specified in the underwritten memorandum within the time specified in such memorandum at the rates specified therein and in accordance in all respects with the specifications, terms and conditions, and instructions in writing referred to in the Clauses of Conditions of the contract and with such materials as are provided for and in all respects in accordance with such conditions / instructions to Bidders so far as possible.

MEMORANDUM

- | | |
|---|---|
| 1. General Description: | RE-TENDER FOR CHARTERING OF 2 Nos. 50 Ton Bollard Pull Tug at 90% MCR for a period of Seven (7) years extendable for up to maximum of Two (2) years. |
| 2. <u>Estimated Cost:</u> | Rs. 88,67,89,400/- |
| 3. Earnest Money: | Rs. 64,33,947/- To bid for Single Tug
Rs. 1,08,67,894/- To bid for Two Tugs |
| 4. Performance Guarantee (Security Deposit): | 10% of the accepted tender value as specified in the tender for respective tug |
| 5. Delay in commencement of work | should this tender be accepted in whole or in Part, I/we hereby agree to abide by and fulfill all the terms and provisions of the said conditions annexed hereto and all the terms and provisions contained in notice |

inviting tenders so far as applicable and or in default thereof to forfeit and to pay the Chairman, KAMARAJAR PORT LIMITED or his successors in office, the sum of money submitted in the form of Demand Draft / Pay Order/BG as Earnest Money. If I / we fail to submit the Performance Guarantee and sign the Agreement within 15 days from the date of issuance of LOA (Letter of Acceptance). The Earnest Money Deposit submitted may be forfeited by Kamarajar Port Limited, or his successors in office shall, without prejudice to any other right or remedy, be at liberty to forfeit the said Performance Guarantee absolutely in case of failure to commence the work within the stipulated period mentioned in the L.D. Clause

a) To execute all the works referred to therein the tender documents upon the terms and conditions contained or referred to therein and carryout such deviations as may be ordered.

SIGNATURE

FOR AND ON BEHALF OF

.....

DATE.....

S. D. CIRCULAR-2/2002

OFFICE OF THE DIRECTOR-GENERAL OF SHIPPING
 MINISTRY OF SHIPPING,
 GOVERNMENT OF INDIA,
 WALCHAND HIRACHAND MARG, BALLARD ESTATE,
 MUMBAI - 400001

Dated: November 8, 2002

GUIDELINES FOR GRANT OF LICENCE TO FOREIGN-FLAG VESSELS

1. **Legal Provisions and Objectives:**
 - 1.1 In public interest and to ensure transparency and equitable consideration for Indian shipowners, shippers, Project authorities, other public and private parties (citizens/companies/societies and PSUs and joint ventures), and above all, for the Indian consumers, the Director-General of Shipping is hereby pleased in supersession of all earlier guidelines to lay down the following guidelines for grant of licence for chartering of foreign-flag vessels for export, import, for coasting trade, implementation of projects etc.
 - 1.2 In Part XIV – of the Merchant Shipping Act, 1958 – entitled 'Control of Indian ships and ships engaged in Coasting Trade', the provisions of Section 406 deal with Indian ships and chartered ships to be licensed and provisions of Section 407 deal with licensing of ships for coasting trade in India. As laid down in these sections, the licence has to be granted by the Director-General of Shipping (hereinafter referred to as D.G. Shipping) for taking to sea from a port or place within and outside India of Indian or other ship by a citizen of India or a company or a co-operative society under Section 406. The same is true for ship other than Indian ship or a ship chartered by a citizen of India or a company or a co-operative society for engaging in the coasting trade of India under Section 407.
 - 1.3 Sub-Section (3) of Section 406 and sub-section (2) of Section 407 empower the D.G. Shipping to grant the licence subject to such conditions as may be specified by him. Consolidated guidelines had been issued by the Director-General of Shipping in this same regard vide No. SD-9/CHART(82)/97-II dated 27 March, 2000. As a result of experience gained during the last 2^{1/2} years, it is felt necessary to issue the present updated and fresh guidelines.

- 1.4 It is well-known that in recent years, there has been a tremendous growth in the development of off-shore shipping industry in all its various aspects. It is necessary for the Central Government to ensure the growth and development of Indian off-shore sector, vessels, equipment etc. Consequently while considering the application for grant of licence to any foreign-flag vessel of any type to work in Indian waters anywhere in entire Exclusive Economic Zone, it will be necessary for D.G.Shipping to consider the effect on the growth and encouragement of Indian off-shore industry and vessels, irrespective of whether they are fitted with mechanical means of propulsion or not. Therefore, these Guidelines are applicable to all vessels, as defined under M.S. Act, supporting or performing any services/functions as enumerated below:-
- (i) Capital intensive assets such as Floating Storage and Offloading devices etc.
 - (ii) Oil-field Support Services-rendering vessels engaged in towing, anchor-handling, dredging, off-shore drilling/production rigs, diving support, maintenance support, various types of surveys, cable laying, sea-bed mining operations, pipe-laying, lighterage, salvage marine construction, hook-up, supply and transport of passengers, goods and material, and
 - (iii) Port and Terminal related support services-rendering vessels.
- 1.5 These guidelines shall be applicable to any foreign-flag vessel chartered by anyone for operation in the Indian Exclusive Economic Zone of India including its territorial waters and contiguous zone.
- 1.6 These Guidelines shall come into operation with immediate effect.
- 2. Chartering of foreign flag vessels for export/import**
- 2.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, laycan, port of loading and discharge etc. to the Indian National Shipowners' Association (hereinafter referred to as INSA) and to the D.G. Shipping at least three working days prior to laycan. He should submit the application in the

appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the laycan.

- 2.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offer they wish to make giving details of a suitable Indian flag vessel, Charter hire/freight etc. informing INSA that the offer has been made giving all details except the price offer and endorsing a copy of the offer made to the D. G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, except Crude Carriers, Product Tankers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Feeder and Container Vessels. In respect of these latter vessels, INSA Member Companies shall make their offers to the Applicant within one working day after receipt of the enquiry. INSA shall, in response to the enquiry of the Applicant, inform the D.G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within two working days after receipt of the enquiry in respect of all vessels except Crude Carriers, Chemical Carriers, Ammonia Tankers, Gas Carriers, Product Tankers, Feeder and Container Vessels. In respect of the latter category vessels, INSA shall in response to the enquiry of the Applicant inform the D.G. Shipping of the offers made by its Member Companies and endorse a copy of the same to the Applicant Company within one working day after receipt of the enquiry. In case no copies of offer are received by INSA from its member companies within the stipulated time, INSA shall inform the D.G. Shipping accordingly, with a copy of the same to the Applicant.

3. Chartering permission for Coasting Trade/Offshore Support Operation/Port-related Support Services for Spot Requirement

- 3.1 The Applicant should submit the enquiry consisting of details regarding specification of the requirement of vessel, quantity of cargo, nature of cargo, laycan, port of loading and discharge etc. to the Indian National Shipowners' Association (hereinafter referred to as INSA) and to the D.G. Shipping at least three working days prior to laycan. He should submit the application in the appropriate format as prescribed at Annex A, B, C & D with necessary fees, at least three working days prior to commencement of the laycan.
- 3.2 INSA shall circulate the enquiry to its Member Companies who shall forward to the Applicant the offers they wish to make giving details of a suitable

Indian Flag Vessel, Charter hire etc., informing INSA that the offer has been made giving the details thereof except the price offer and endorsing copies of the offer made to the D. G. Shipping. The offers should be made by the INSA Members within not more than two working days after receipt of the enquiry in respect of all vessels, INSA shall in response to the enquiry of the applicant inform D. G. Shipping the offers made by its Member companies and endorse a copy of the same to the applicant company immediately within one day in respect of all vessels.

- 3.3 The procedure specified in the Guidelines (Paragraphs 2.1 - 2.2) also applies to all applications for permission for spot requirements for coasting trade and time or voyage charter of foreign flag vessels where no tender process has been followed for coasting trade. The Applicant shall however refer the enquiry to the Indian Coastal Conference (hereinafter referred to as ICC) as well as to INSA. The ICC shall also follow the same procedure as INSA as specified earlier in Paragraphs 2.1 to 2.2. However, Paragraphs 3.1 to 3.2 shall apply to all requirements in the Offshore Support Services and/or Port/Terminal Support Services where no tender process is followed.

4. Chartering of Vessels done through Tender Process for all types of Requirements

- 4.1 Unless the Indian vessel becomes successful in the evaluation of the technical bid, it will not of course be eligible for any consideration and support under the provisions of Section 407 of the M.S. Act, 1958.
- 4.2 Whenever charter of vessel is undertaken through a tender process, open, closed or global tender, or any other process of tender, the provisions of these guidelines are required to be incorporated. Whether the guidelines have been incorporated in any tender or not, the said guidelines would be deemed to have been incorporated as a part of the tender documents.
- 4.3 Every tender process would provide scope for Indian Citizens/Companies/Co-operative Societies having Indian flag vessels to participate in the said tender. Where the said Indian Citizens/Companies/ Co-operative Societies have failed either to participate or obtain the order, they cannot be allowed to obtain the same or part of the same work at any cost merely through the provisions found in Section 407 and Section 406 of the M.S. Act, 1958. In the said tender process, the right of first refusal will remain with the Indian vessel

owner on his showing readiness to take up the job at the lowest price indicated by the foreign flag vessels.

"Right of first refusal" is a right which accrues to a bidder in a tendering process - who offers an Indian flag vessel and whose rate though not being the lowest - to be awarded the tender, subject to his matching of the lowest rate offered by a bidder who offers a foreign-flag vessel. This right is conferred based upon the practices of the industry, and the deliberate intention of the Central Government towards encouragement and development of the Indian shipping industry.

4.4 Right of first refusal will be applicable to:

- (a) A vessel, which has been offered by an Indian bidder, and which remains under foreign flag on the date of the price bid opening, would be treated as a foreign-flag vessel for the purpose of bid evaluation. Accordingly, the lowest Indian-flag vessel would be granted the right of first refusal against the foreign-flag vessels including the foreign flag vessel(s) which are offered with an undertaking to convert to Indian flag prior to commencement of operations.
- (b) Above the lowest tender with a foreign-flag vessel, where there are more than one Indian tenderer offering Indian flag vessel(s), then the first right of first refusal will be given to the lowest among such Indian tenderers, and on his failure to match the lowest tender, the next higher Indian tenderer will be given the offer and so on.
- (c) The offer of any foreign flag vessel by an Indian bidder with an undertaking to convert it to Indian flag prior to commencement of operations but later than the price bid opening can be considered only when and if the Indian bidder/s offering Indian-flag vessel/s have failed to match the lowest price offered by the foreign-flag vessel. In such event the tender-awarding authority shall incorporate deterrent penalties in the award of tender to ensure that the bidder will convert the vessel to Indian flag before commencement of operations.
- (d) Similarly, an Indian bidder who offers an Indian flag vessel(s) for a particular tender will not be granted licence by D. G. Shipping to charter a foreign flag vessel(s) for the same work either at the

commencement of charter or at any time during the tenure of the charter. The Indian bidder will not be allowed to substitute the Indian flag vessel(s) with a vessel that was being constructed, contracted or flying a foreign flag at the time of bidding but was to be converted to Indian flag prior to commencement of operations, but later than the price bid opening. Nor will he be allowed to bring in another Indian-flag vessel from elsewhere hoping to replace it with a foreign-flag vessel, irrespective of whether tender process was followed or not. Such a request to grant licence for a foreign-flag vessel will not be granted by D.G. Shipping to replace an Indian-flag vessel.

- (e) In short, both in © and (d), equity will be maintained to ensure a balance between both the objectives of encouraging the existing Indian-flag vessels on the one hand, and of encouraging the acquisition of new Indian tonnage, but with a slight tilt in favour of existing Indian-flag vessels since the investment here has already been made.

- 4.5 The party, which offers the Indian flag vessel, should meet the commercial requirement by matching the lowest composite effective price and there shall be no price preference in favour of the Indian flag vessels. If any expenditure incurred by the Indian vessel-owner is being borne by the charterer for the foreign-flag vessel that shall be suitably added to the price while comparing the costs. On such calculation if the Indian vessel is offered at the same price as the foreign vessel, the licence under Section 406 and/or 407 will not be granted for the said foreign-flag vessel.

Composite Effective Price is the derived figure from the various price inputs submitted by a bidder/participant in a tender process, wherein all the costs/inputs are summarized. While working out such Composite Effective Price, inputs such as daily hire/daily rate, mob/demob charges, call out rates and conversion charges etc. are taken into account.

5. Amendment to Licence already granted:

- 5.1 Amendment to licence will be governed by the following provisions:

- a) Not more than twice will amendments be allowed in respect of the same licence.
- b) If an amendment seeks variations in more than three parameters, it will be treated as a fresh case.
- c) Any variation on laycan exceeding one week on either side will be treated as a fresh case.
- d) The fees once paid will not be automatically refunded or adjusted again any fresh application. Separate and adequate justification for refund or adjustment will have to be advanced before the D. G. Shipping, and be accepted by him.
- e) A fresh case would mean that the applicant has to follow the procedure from the beginning once again.

6 Penalty for deviations:

- 6.1 If INSA or any of the Shipping Companies brings to the notice of the D.G. Shipping that a charterer has violated these Guidelines in chartering foreign-flag vessels, the D.G. Shipping after due verification of the complaint shall take appropriate measures to penalize the charterer concerned as he may consider necessary to prevent recurrence of such events.
- 6.2 If there is a doubt that technical specifications of the vessel given in the tender advertisement were drawn up with the deliberate intention of avoiding Indian-flag vessels, the matter may be referred to the D. G. Shipping for decision as to whether the Indian vessel with minor difference in specifications should be chartered, and not the foreign flag vessel. As far as practicable, this decision will be taken after discussion with the concerned parties.
- 6.3 If past payment due on charter of Indian-flag ships is not cleared in time, the D. G. Shipping may decide that no further licence is granted to applicants who are in such arrears.

7. Non-INSA/ICC Members

For non-INSA/ICC Members, a copy of the enquiry shall, as has been the prevailing practice, be displayed on the notice board of the Office of the D. G. Shipping within the relevant time stipulated.

8. Exceptions in public interest

To expedite national project-implementation, to increase Indian tonnage, to encourage development - of Indian hub-ports and sea-trade routes, both new or existing - and to tackle an emergency or overcome a crisis, the D. G. Shipping retains the right to take action as deemed fit, overriding any of the guidelines laid down hereinabove.



(D.T. Joseph)
Director-General of Shipping
&
Secretary to Government of India

Jahaz Bhavan, Mumbai,
November 8, 2002.



KAMARAJAR PORT LIMITED

Tender No: KPL/MS/TUG/50T/2017
(ONLY THROUGH e – Tendering Mode)

Re-TENDER FOR CHARTERING OF
Two (2) Nos 50T Bollard Pull Tugs
At 90% MCR (Two Covers System)
For a period of 7 years and Extendable up to maximum of Two (2)
years

Price Bid/BoQ
(COVER II)

Marine Services Department,
KAMARAJAR PORT LIMITED,
Vallur Post Nr NCTPS
Chennai 600 120

Re-TENDER FOR CHARTERING OF

Two (2) Nos 50T Bollard Pull Tugs

At 90% MCR (Two Covers System)

**For a period of 7 years and Extendable up to maximum of Two (2)
years**

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.