



**KAMARAJAR PORT LIMITED
MARINE SERVICES DEPARTMENT
e-Tender No. 2023055048**

(Through e - procurement Mode)

**TENDER FOR CHARTERING OF
One (1)No 50T Bollard Pull Tug
(Two Stages System) for a period of 5years**

**KAMARAJAR PORT LIMITED,
Vallur Post Near NCTPS,
CHENNAI - 600 120
E.Mail: gm-ms@kplmail.in
cushankar@kplmail.in
desikamani@kplmail.in**

KAMARAJAR PORT LIMITED MARINE SERVICES DEPARTMENT e-Tender No. 2023055048		
Tender for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years		
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**NOTICE INVITING TENDER
KAMARAJAR PORT LIMITED
e-Tender No. 2023055048**

**Tender for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR
for a period of 5 years**

Bids are invited in two cover system from the interested, reputed, competent and well-experienced companies to carry out the following work through **e-procurement mode**. For more details visit Port Website: www.ennoreport.gov.in or www.eprocure.gov.in

1	ORGANIZATION	KAMARAJAR PORT LIMITED
2	DEPARTMENT	Marine Services Department
3	NIT No.	2023055048
4	NAME OF WORK	Chartering of one number 50T BP Tug for a period of 5 years.
5	ESTIMATED COST PUT TO TENDER	Rs. 39,50,30,375/- (Excluding GST)
6	PERIOD OF CONTRACT	05 years
7	EARNEST MONEY DEPOSIT/BID SECURITY DECLARATION	Bid security Declaration (As per MoF, GFR 2017 Rule No.170 – Bid Security.
8	BIDDING TYPE	OPEN
9	BIDDING CALL	1 st Call
10	TENDER FEE	Nil
11	MODE OF TENDER	E-Procurement
12	TENDER CURRENCY TYPE	Single
13	TENDER CURRENCY SETTINGS	Indian Rupee (INR)
14	JOINT VENTURE	Considering the nature and type of work, No joint Venture is allowed in the contract.
15	ELIGIBILITY CRITERIA	Average annual financial turnover during the last three years ending 31st March 2022 should be at least 30% of the estimated cost put to tender i.e Rs. 11,85,09,113/-
		Experience having successfully completed similar works during the last 7 years ending last day of month previous to one in which applications are invited should be either of the following: (i) Three similar works each costing not less than Rs. 15,80,12,150/- excluding GST (amount 40% of the present estimated cost) or (ii) Two similar works each costing not less than Rs.19,75,15,188 /- excluding GST (amount 50% of



		the present estimated cost) or (iii) One similar work costing not less than Rs.31,60,24,300/- excluding GST (amount 80% of the present estimated cost).
16	STARTING DATE FOR DOWNLOADING TENDER DOCUMENT	1000 Hrs 20.05.2023
17	PRE BID QUERY SUBMISSION DATE	1500 Hrs 28.05.2023
18	PRE BID MEETING	1100 Hrs 29.05.2023
19	LAST DATE & TIME OF SUBMISSION OF TENDER DOCUMENT	1500 Hrs 19.06.2023
20	DATE AND TIME OF OPENING OF TECHNICAL BID	1500 Hrs 20.06.2023
21	DATE AND TIME OF OPENING OF PRICE BID	Technical Qualified bidder will be notified appropriately through e-procurement . www.eprocure.gov.in
22	BID VALIDITY	180 days from the date of opening of Techno-commercial bid of the tender.
23	COMMUNICATION ADDRESS	General Manager (MS) Kamarajar Port Limited Vallur Post, Chennai 600 120 Email: gm-ms@kplmail.in cushankar@kplmail.in desikamani@kplmail.in
24	CONTACT DETAILS	044-27950018



KAMARAJAR PORT LIMITED
MARINE SERVICES DEPARTMENT
e-TENDER NO. 2023055048
SECTION-I
GENERAL INSTRUCTIONS TO BIDDERS

1.0 General

Online Bids are invited in Two Bid System through e-procurement “**For chartering of one number 50T Bollard Pull Tug at 100% MCR for a period of 5 years** from eligible bidders meeting the minimum pre-qualification criteria and specifications as detailed in tender document. The two bid system is (i) Techno-Commercial Bid and (ii) Price Bid-BOQ.

1.1 BRIEF DESCRIPTION OF THE TENDERING PROCESS:-

The Kamarajar Port intends to follow a Two-Bid system for selection of Qualified Bidders for the said work. 1st stage-Techno-Commercial bid and 2nd Stage Price Bid- BOQ. The bids will be evaluated as per the Pre-qualification criteria. The bidders of fulfilling the pre-qualification criteria will qualify for the next stage of bidding process i.e Price Bid-BOQ. The tender document is floated in e-Procurement and KPL webistes: www.eprocure.gov.in and www.ennoreport.gov.in . The bid should be submitted in e-procurement only and no manual bids will be accepted.

1.1.1 Techno-Commercial Bids:-

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

- i) Bidder shall log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.
- ii) Bidder shall upload the duly filled **Tender Form** as per **Section-7 Form-I** in the company letter head.
- iii) Bidder shall upload the Bid security declaration as per **Section-7 – Form-II** in company letter head and also, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.
- iv) Bidder shall upload Integrity pact as per **Section-7 –Form-III** along with other tender documents in a stamp paper. Also, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.
- v) The bidder shall upload the Profile of the bidder as per **Section-7 Form-IV**.
- vi) Bidder shall upload the published tender document duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender.
- vii) Bidder shall upload duly filled **Section-7-Form-V** details of similar



works executed in the past 7 years ending last day of completed month prior to notice inviting bid date. Also, copy of work order and its relevant Completion Certificates for all the said similar works to be uploaded.

- viii) Bidder shall upload duly filled **Section-7 – Form-VI** with regard to average **Annual financial turnover** during the last 3 years ending 31st March- 2022. The bidder should upload copy of profit/loss statement, balance sheet audited by Chartered Accountant for the preceding three years ending 31.03.2022.
- ix) The bidder shall upload **Section-7 – Form-VII** of Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favor of the person authorized to sign the tender document etc.
- x) The bidder shall upload **Section-7-Form-IX Technical specifications** (Along with relevant supporting documents) of the Tug offered by the bidder to be built and deployed in line with the specifications as mentioned in tender document.
- xi) The bidder shall submit/forward **Letter of acceptance** as per **section-7- Form-X** up on receipt of Letter of Award KPL.
- xii) The bidder has to upload the format of **List of documents to be submitted by the bidder** as per **Section-7 Form-XI**.
- xiii) The successful Bidder(s) shall **execute/sign the Agreement within 15 days from date of issue of Letter of Acceptance (LOA) as per Section-7- Form-XII**
- xiv) The bidder shall upload an undertaking letter stating not debarred or blacklisted by any Port/Govt/PSU/Pvt firm.
- xv) The bidder shall upload the information regarding litigation if any or a letter of undertaking stating no ongoing litigations.

1.1.2 PRICE BID: Bidders to duly fill the BOQ as part of “PRICE BID” Through e-procurement only.

1.2. All communication pertaining to this tender to be sent to following address:

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

1.3 Pre Bid Meeting:

The bidders are requested to attend the pre-bid meeting and are requested to send their questionnaire if any to the communication address prior to the date of scheduled pre bid meeting. Questionnaire may please be sent in the email id's:

- i) gm-ms@kplmail.in
- ii) cushankar@kplmail.in
- iii) desikamani@kplmail.in

**GENERAL MANAGER (MS),
Kamarajar Port Limited,**



SECTION-2
INSTRUCTIONS FOR ONLINE BID SUBMISSION

“For chartering of one number 50T Bollard Pull Tug at 100% MCR for a period of 5(Five years)

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 / n Code / e-Mudhra to get access for Online Bid Submission through the e-procurement site <http://eprocure.gov.in>.

1. Bidder should do the registration in the tender site using the “Click here to Enroll” option available.
2. Bidder can use “My Space” area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
3. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
4. Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.
5. Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
6. Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
7. If there are any clarifications, the same may be clarified during the pre-bid meeting.
8. Bidder should take into account the corrigendum/addendum, if any published before submitting the bids online.
9. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed together.
10. Bidder selects the tender which he is interested using search option & then moves it to my favourite’s folder.
11. From the folder, appropriate tender can be selected and all the details can be viewed.
12. The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.
13. The Bidder has to select the payment option as offline to pay the EMD and tender document cost if applicable.
14. The details of the DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the bid submitted will not be acceptable.
15. The bidder has to enter the password of the DSC / e-token and the



- required bid documents have to be uploaded one by one as indicated.
16. The bidder has to submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.
 17. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no., the date and time of submission of the bid and all other relevant details. The bidder has to submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.
 18. The bid summary has to be printed and kept as an acknowledgement as a token of the submission of the bid.
 19. The bid summary will act as a proof of bid submission for the subject tender and will also act as an entry point to participate in the bid opening date.
 20. For any clarifications regarding the Tender, the bid number can be used as a reference.
 21. Bidder should log into the site well in advance for bid submission so as to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.
 22. Each document to be uploaded online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced by scanning at low resolution and the same can be uploaded.
 23. The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.
 24. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.
 25. The confidentiality of the bids would be maintained. Secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.
 26. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.
 27. For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-3070-2232, Mobile No. 91-7878007972 and 91-7878007973 well in advance.
 28. Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not



be entertained.

29. Tender Document can be submitted online only in the designated e-procurement portal eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
30. Tenderer should submit the tender as per specification of work, drawings and in accordance with the instructions to bidders, General Conditions of Contract.

General Manager (MS)
Kamarajar Port Limited



SECTION-3

INSTRUCTIONS TO BIDDERS

3.1 GENERAL :

- 3.1.1** Bids are invited by Kamarajar Port Limited from experienced and eligible Bidders meeting the minimum qualifying **for chartering of one number 50T Bollard Pull Tug at 100% MCR for a period of 5 Five years**. The first stage shall contain Techno-Commercial bid & second stage shall contain the Price bid-BOQ.
- 3.1.2** Bidders are required to submit the tender offer in the form of two bid system on or before due date as mentioned in the NIT.
- 3.1.3** The bidder shall make his all efforts to ensure the correctness of documents available in the website.
- 3.1.4** The bidder is expected to examine all instructions, forms, terms and specifications in the tender document and furnish the bid in full with required documents. Failure to comply the requirements of the tender will be at bidders own risk. It would be deemed prior to the submission of the bid that the bidder has made complete and careful examination of requirements and other information set out in the tender document including inspection of site.
- 3.1.5** The Bidder shall bear all cost associated with the preparation and submission of his bid.
- 3.1.6** The bidder shall upload the e-bid well on time and to avoid last minute rush.
- 3.1.7** Considering the nature and type of work, No joint Venture is allowed in the contract.

3.2 REQUIREMENT OF 50T BP TUG:

- 3.2.1** Under Atmanirbhar Bharat Abhiyan Policy. Government of India, Ministry & Waterways (SBR Division) OFFICE MEMORANDUM –SY-13013/1/2020-SBR.Dated 20th October 2021.
- 3.2.2** The offered tug must be registered under **Indian Flag with manning as per MS Act** and subsequently to be deployed to put on charter for operation at KPL as per the scope of work and to engage in short voyage between Chennai port Authority and nearby ports.
- 3.2.3** **The offered Tug** must be Indian flag should not be more than **15 years** of age at the time of commencement of contract work at KPL. (Year of e- Tender No.2023055048



built to be determined based on month and year of built mentioned in class certificate of the tug.).

3.2.4 As per stipulated period from the date of commencement of contract or charter, failing which the party shall be liable for penalty, as per daily charter hire rate day. In case the bidder defaults by not fulfilling the requirement such parties shall thereafter be barred from participation in further tenders for chartering of any type of vessel for all Ports under the Ministry of Shipping (MoS).

3.2.5 TECHNICAL SPECIFICATIONS: as per Ministry of Shipping File No.SY-13013/1/2020-SBR Dt.20.10.2021office memorandum for charter /procurement of tugs by Major Ports circular drawing guidelines.

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

3.2.7 Tug should be manned as per MS Act and ready in all aspect for proceeding to nearby port with existing crew if warranted. Though the tug will be predominantly operating in harbour water the manning should be as per MS Act for safety and exigency purposes.

3.2.8 As per tug are on long term charter with KPL incase port warrants internship training for students the same to be given as per KPL instruction.

3.3 PRE-QUALIFICATION CRITERIA:

3.3.1 The Bidder should have experience and successfully completed works similar to chartering of crafts on wet lease/hiring of crafts on wet lease/ owning & technical maintenance including manning of crafts. Crafts which are self propelled and registered under **MS Act** which includes but not limited to ships, Tugs, supply vessels, off shore vessels, launches, boats, dredgers.

3.3.2 The bidder shall possess **experience** of having successfully completed similar works during the **last 7 years** ending last day of month previous to one in which applications are invited should be either of the following:

(i) Three similar works each costing not less than **Rs.15,80,12,150/-** excluding GST (amount 40% of the present estimated cost).

(or)

(ii) Two similar works each costing not less than than **Rs.19,75,15,188/-** excluding GST(amount 50% of the present estimated cost).

(or)



(iii) One similar work costing not less than **Rs.31,60,24,300** /- excluding GST (amount 80% of the present estimated cost)

***Note:**

a) Similar work means: “Chartering of crafts on wet lease/hiring of crafts on wet lease/ owning & technical maintenance including manning of crafts. Craft means which are self propelled and registered under MS Act which includes but not limited to ships, Tugs, supply vessels, off shore vessels, launches, boats, dredgers.

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

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

The base year shall be taken as 2021-2022.

Year	Multiplication factor
FY 2021-2022	1.00
FY 2020-2021	1.07
FY 2019-2020	1.14
FY 2018-2019	1.21
FY 2017-2018	1.28
FY 2016-2017	1.35
FY 2015-2016	1.42

3.3.3 The bidder shall have **average annual financial turnover** during the last three years ending **31st March 2022** which is at least **30%** of the estimated cost i.e, **Rs. 11,85,09,113/-**.excluding GST.

***Note:** Auditors report of Profit/loss statement, balance sheet for the preceding three years ending 31st March 2022 i.e. for the financial years 2019- 2020, 2020-2021, 2021-2022 should be uploaded.

3.4 BID SECURITY DECLARATION:

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

3.5 INTEGRITY PACT:

The Bidder shall upload Integrity pact as per **Section-7 –Form-III** along with other tender documents in a stamp paper. Also, the bidder should send the



hardcopy to the communication address on or before the time of opening of technical bid.

3.6 ONE BID PER BIDDER:

3.6.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause all the proposals with the Bidder's participation to be disqualified.

3.6.2 JOINT VENTURE: Considering the nature and type of work, No joint Venture is allowed in the contract.

3.7 TENDER VALIDITY:

The tender shall remain valid for a period **of 180 days from the date of opening** of the 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. However the bidder agreeing to the request shall not be permitted to modify the tender. In the event of agreeing to the extension the bidder shall correspondingly extend the validity of the tender suitably against this tender.

3.8 COST OF BIDDING: The bidder shall bear all costs associated with the preparation and submission of his Bid, and the Employer will in no case be responsible and liable for those costs.

3.9 PORT VISIT: The Bidder, at the Bidder's own responsibility and risk is encouraged to visit the port and examine the Site of Work area and its surroundings and obtain all information that may be necessary for preparing the Bid. The costs of visiting the site shall be at the Bidders' own expense.

3.10 RIGHT TO ANNUL THE BIDDING PROCESS:

3.10.1 Notwithstanding anything contained in this tender document, KPL reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason.

3.10.2 KPL reserves the right to reject any or all tenders without assigning any reasons thereof and shall also not be bound to accept the lowest tender.

3.11 AUTHORITY FOR SIGNING TENDER DOCUMENT:

3.11.1 The bid documents including price bid and other documents pertaining to this tender shall be signed by the authorized person who is nominated as **Power of attorney** as per **Section-7 – Form-VII**. Single entity means any proprietary firm, partnership firm corporation, company and not joint venture.



3.11.2 For proprietary firm documents required are: Shop & establishment License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, Identification of the proprietor.

3.11.3 For partnership firm documents required: Partnership deed, Income Tax PAN number/Income Tax returns, GST, Partners' authorization in power of attorney.

3.11.4 For Private Limited/Public limited company documents required: Article/Memorandum of Association Certification of Incorporation, PAN No, Resolution of company to authorize person to enter the agreement or Power of Attorney. Bidder should submit the details of contracts executed in accordance with schedule, with copy of the agreement/work orders etc. in support of the contracts, having been executed.

3.11.5 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.

3.12 PRE BID MEETING: The Pre-bid meeting will be held on the date and time as mentioned in the NIT at Kamarajar Port Limited, Vallur (Post), Chennai -600 120. The bidders shall submit their queries in writing to General Manager (MS) in connection with this tender well in advance to the email ids as mentioned in communication address.

3.13 ADDENDUM / CORRIGENDUM OF TENDER DOCUMENTS:

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

3.14 SUBMISSION & CLOSING OF TENDER:

3.14.1 The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to last date and time of bid submission as indicated in the notice inviting tender. No manual bids are permitted.

3.14.2 KPL may at its sole discretion reserves the right to extend the date of receipt of tender. Bids received after the aforesaid time and date or the extended time and date, if any, shall not be accepted in e-procurement.



3. 15 BID OPENING AND EVALUATION:

3.15.1 On the day of opening as mentioned in the NIT, the stage I (technical bid) will be opened through e-procurement only.

3.15.2 The tender shall be evaluated on the basis of documentary evidences and quoted rates in the enclosed format of BOQ. Evaluation of tender shall be as per clause 3.15.10. Normally the price of the lowest bidder is accepted but KPL is not bound to accept it and may discharge the tender without assigning any reasons.

3.15.3 Those bids have been determined to be responsive to the requirements of the tender will only be evaluated. Other non-responsive bids will be rejected.

3.15.4 The bidder should not indicate the quoted rate directly or indirectly in **Cover - I** or anywhere of the bids. Any such offer shall disqualify the tender forthwith.

3.15.5 For the Pre-qualification stage, the bidders have to furnish information on their Technical and Financial capability in Stage I in accordance with the conditions and formats specified in this Tender Document, Non compliance will lead to rejection of their bid. During Tender evaluation, if required, KPL to seek the clarification from the uploaded documents of bidder and additional/supplementary documents cannot be considered.

3.15.6 Any effort by the bidder to influence the bid evaluation, comparison or contract award decision may result in the rejection of bid.

3.15.7 The Stage - II containing the online Price Bid of all the Techno-Commercially Pre-qualified bids will be opened on the date and time will be notified to the bidders by KPL through e-procurement.

3.15.8 The Stage - II (Price Bid) of the bidders who fail to Pre-qualify will not be opened.

3.15.9 An e-Tendering proposal shall be considered responsive if:

- a) It is received by the proposed Due Date and Time.
- b) It contains the information and documents as required in the bid document.
- c) Contains Bid declaration form in lieu of E.M.D.
- d) It contains information in formats specified in the Tender document.
- e) It mentions the validity period as set out in the document.
- f) There are no significant inconsistencies between the proposal and the supporting documents.



3.15.10 Technical evaluation:

- a) 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. Quoted Charter hire rates per day = X
 - ii. 25% x Fuel oil consumption of the main engines at 100% MCR = Y
Liters per hour per engine.
 - iii. 50% x Fuel oil consumption of DG sets at 100% MCR = Z Litres per
hour per DG set

Arrived daily rate for evaluation purpose = $X + (6 \times 2 \times Y + 7 \times 1 \times Z) C$

Daily fuel consumption

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

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.

The value of C is taken to be Rs.100/- Litre for calculation purpose only.

KPL reserves the right to select the offer of the Bidder for the tug whose overall price as per clause 3.15.10 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.

Note: Main Engine/Auxiliary engine fuel consumption as per Manufacturer's certificate.

3.16 AWARD OF WORK:



3.16.1 Letter of Award: KPL shall intimate the successful L1 Bidder by writing through mail or letter of award (LOA) confirming that their offer has been accepted. The L1 bidder can give their consent by way of Letter of Acceptance (COA).

3.16.2 PROCESS TO BE CONFIDENTIAL:- After opening of the tenders, information relating to the examination, clarification, evaluation and comparisons of tender and recommendations concerning the award of contract shall not be disclosed to Bidders or any other persons. Any efforts by the Bidders to influence the 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.

3.16.3 Letter of Acceptance by the bidder:

3.16.3.1 The successful Bidder shall send the Consent of Acceptance (COA) 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 Bid Security Declaration of such successful Bidder shall be forfeited.

3.16.3.2 Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by the KPL shall not be entertained and no extension of time will be granted. The decision for such an extension if any will be on KPL discretion.

3.17 SIGNING OF AGREEMENT:

3.17.1 The successful Bidder(s) shall **sign the Agreement within 15 days from date of consent of Acceptance (COA) by the Bidder**. The successful Bidder shall furnish the **Security Deposit cum Performance Bank Guarantee an amount equal to 10% of the accepted tender total value** for the entire period of the contract (5 Years) prior in the form of Bank Guarantee (BG) with claim period of twelve months before signing the agreement.

3.17.2 The performance bank guarantee is in the form of **Bank Guarantee** from the scheduled/nationalized banks en-cashable at **Chennai**.

3.17.3 If the successful Bidder fails to execute the agreement within the stipulated time of 15 days to sign the Agreement, the Letter of Award is liable for cancel. **The Bidder shall not be allowed to sign the Agreement without submitting the Performance Guarantee.**



SECTION -4

SCOPE OF WORK

4.1 SCOPE OF WORK FOR CHARTER OF ONE 50T BP TUG:

The contract involves supply of One No. 50 Tons Bollard Pull Tug at 100% MCR to KAMARAJAR PORT LIMITED for a Period of five (5) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding fuel and fresh water for operations in KPL. As **Section (4) 4.2** with the following requirements:

- a. The offered Tug:** As per Ministry of Shipping File No.SY-13013/1/2020-SBR Dt.20.10.2021 office memorandum for charter /procurement of tugs by Major Ports circular drawing guidelines.
- b. Offered Tug:** Must be Indian flag should registered as per Section 4.1.a, not be more than 15 years of age at the time of commencement of contract work at KPL. (Year of built to be determined based on month and year of built mentioned in class certificate of the tug.) Tug to be put in operation within stipulated time. The Bidder is required to submit all the specification of the tug to be offered to KPL as per Section(4)4.2 including the certificate of class for Fi-Fi.KPL reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient.

4.2 TECHNICAL SPECIFICATIONS:

50Ton Bollard Pull Tug at 100% MCR One (1)No

Length O.A	Maximum 35 Mtrs
Breadth & depth	Proportionate to the length & depth
Draft	Maximum 5.5 Mtrs.
Bollard Pull	Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% MCR and should be capable of pulling and pushing simultaneously From either forward or aft of the tug depending on the mode used for operations that is forward and or aft of the tug. Also capable to pull from forward and aft of the tug.
Year of Build	Not more than 15 years old as on 31.12.2022. The age of the Tug Will be determined based on month and year of build mentioned in Class certificate of the Tug. Registered as per clause 4.1.a
Type steerable	At least Twin Engine Propulsion



	system with High manoeuvrability capacity in constrained waters and best suitable for Harbour operations. (Tractor/Reverse tractor of cycloidal or steerable rudder propulsion system, Azimuth Stern Drive Tug).
Main Engine :	At least Twin engines operating on high Speed Diesel with independent Remote control operations or similar Flexible arrangement
Auxiliaries	Generators, Fire Pump for external fire fighting with Fire Monitors as required by FiFi Class 1 for full FiFi Certified by Class.
Speed	Not less than 12 knots (Approx) under normal weather conditions
Towing Arrangement	Quick release tow hook/ winch with adequate strength for the towing operations.
Communication	As per the statutory requirements
Navigational Equipments	As per the statutory requirements
Manning	As per requirements of MS Act/Coastal voyages & should comply MLC.
Accommodation requirements	As per MLC requirements foe crew to stay 24x7x365
Air Condition requirement	Yes with positive pressure for handling gas carriers like LPG& LNG
Towing lines	1 Nos. of 110m long on the drum and. spare 2 Nos. of 110m long polypropylene ropes for towing purpose
Registration	Under the Merchant Shipping Act 1958
Class	Indian Register of Shipping / IACS
Fendering	suitably fendered so as to enable the tug to push/pull as required for Shipping operations.



Special conditions	<p>1. Tug should also be suitable for Assisting push/pull as required for Shipping operations. LNG Ships and terminal</p> <p>2. Tug should be capable for assisting (Push/Pull) with freeboard of 2.5 mtrs.</p> <p>3. Tug should have certified hose for Bunkering, Oil Boom to prevent oil Pollution.</p> <p>4. All round visibility is essential for Tug Master operation, Provision for giving shore power to be provided.</p>
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4.2.1. 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.

4.2.2 The tug 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.

Full FiFi – One (1) No 50T Bollard Pull tug. Capable for fighting POL, LPG and LNG fires

4.2.3 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.

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

4.2.5 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 and off hire survey at Contractor's time on contract.

4.2.6 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 tug.

4.2.7 The tug shall be used for various lawful services required by KPL including towing, docking and undocking of vessels at Kamarajar Port,



Chennai port and any neighboring port round the clock (24 hours a day) and throughout the contract period including but not limited to:

- a) Berthing and un-berthing 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 Tug. In addition render assistance to neighboring port as and when required with coastal Manning as per MS Act.
- f) In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the KPL to the Contractor and penalty Section 4.6 and termination Section 5.25, 5.26 of the General Conditions of Contract shall apply.

4.2.8 The contract involves chartering of 1 No. 50 Ton Bollard Pull Tug at 100% MCR by Kamarajar Port Limited. For a Period of Five(5) Years 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 tug free of cost to the Contractor. However arrangement for Supply/ receiving fuel /equipments as per standard to be available with contractor.

4.2.9 Kamarajar Port is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days, at KPL and neighboring port as per request and the tug 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 tug shall be the General Manager (MS) of Kamarajar Port Limited and the crews of the tug shall comply with all instructions from the General Manager (MS) of the Kamarajar Port Limited and/or his representative.

4.2.10 The crews of the tug shall take instructions regarding the operations from the General Manager (MS) or his representative.

4.2.11 All operational costs including crew Wages, 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 tug operational will be to Contractor's account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in nonpayment of hire charges, for the period tug were not made available and penalty Clause of the Charter Party Agreement shall apply.

- 4.2.12** On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.
- 4.2.13** The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.
- 4.2.14** The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party. Any claims in this regard shall be to the Contractor's account.
- 4.2.15** The Chartering will be for a period of Five (5) years for 1No 50 Tons Bollard Pull Tug at 100% MCR from the date of providing the Tug on charter by the Contractor to the Kamarajar Port Limited.

KPL will pay the charter rate at the original rate and same terms and conditions throughout contract period and extended period if any.

- 4.2.16** The Tug shall be available for the Port operations on all days of the year except for the allowed maintenance period of one day for Tug in a month. The Bidder shall be eligible for 12 days (i.e.) 24 hours each month per each Tug as allowed maintenance period for one calendar year during the currency of the contract period. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Nav aids ,deployment of buoy etc as directed by the General Manager (MS) or his authorized Representatives.
- 4.2.17** The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative.

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.

- 4.2.18** 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 Tug.
- 4.2.19** 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 Tug or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify the Kamarajar Port Limited against any claims or actions arising there from.
- 4.2.20** The Contractor has to pay the 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.
- The payment of wages to the crew as per MS Act MUI /NUSI agreement.
- Failure to make payment of wages to the crew, Kamarajar Port Limited will make the wage payment 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.
- 4.2.21** The Contractor shall carryout 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 tug.
- 4.2.22** 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.

4.2.23 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.

4.2.24 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 tug 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.

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

4.2.26 The Successful Contractor has also to carry out all operations at the maximum capacity of the tug 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.

4.2.27 Security of the tug, its appurtenances and crew will be the Contractor's responsibility.

4.2.28 On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates.

4.2.29 The contractor shall arrange for IRS, as third party for Survey If the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contractor's cost. KPL may accept the BPT certificate issued by the class surveyor in the preceding 6 months for the date acceptance of the initial substitute tug.

Trials by IRS Surveyor shall be carried out in the presence of KPL Representative at Kamarajar Port with full manning crew. IRS survey



report, inspection report and speed trial report shall be submitted to General Manager (MS) for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at KPL and the Tug shall be under class throughout the contract period.

- 4.2.30** It shall be the responsibility of the Contractor to prove that the tug operate at required Bollard Pull before commencing the contract and also whenever required to prove the bollard pull during the currency of the contract at contractor's cost and time.
- 4.2.31** The Tug should be manned under (Merchant Shipping Act) under coastal 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 tug as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF.
- 4.2.32** The tug shall be on 24 hours duty round the clock, 7 days a week, 365 days a year except the Allowed Maintenance period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also the contractor to comply other instructions of General Manager (MS) or any other authorized person authorized by Port.
- 4.2.33** 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.

4.3 LOG BOOK:

- 4.3.1** The tug shall maintain deck and engine log book as per trade practice and the same shall be submitted to the scrutiny of the General Manager (MS) or his authorized representatives, whenever requested.
- 4.3.2** 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.
- 4.3.3** The Contractors responsibility is report to General Manager (MS) and Security personal deployed by KPL during any serious or fatal accidents on the tug or at any place in KPL waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify



the Kamarajar Port Limited against any claims or actions arising there from.

4.3.4 Any complaints received from any crew regarding the non-receipt of wages then KPL will make the wage payment, premium for employees welfare scheme payments and same may be recovers 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.

4.4 ILLEGAL ACTIVITIES: The Contractors deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities against KPL. Also, 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.

4.4.1 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. If contractors personal shall not conflict with orders issued by KPL while on duty. It is undesirable for administrative or any other reason for such person's to be employed in the work, the Contractor, if so directed by the GM(MS) shall at once remove such person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the General Manager (MS).

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

4.5 DEPLOYMENT:

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

4.6 PENALTY:

Downtime penalty for offered Tug:

If tug is inoperative / 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 prorated basis and penalty as below will be levied.



Upto 14days	-	15% of hire charges per day
15 to 21 days	-	30% of hire charges per day
Beyond 21 days	-	50% of hire charges per day

Beyond 45 days contract is liable to be terminated.

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 Fourteen days:-

1. 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. The contractor should diligently take efforts to deploy the substitute crafts at the earliest but not exceeding 45 days from the day of non-operation.

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.

2 If the Contractor fails to provide the substitute crafts after 45 days:-

(a) If contractor expresses his inability to provide the offered crafts or substitute crafts by 45th 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.

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



SECTION-5
GENERAL CONDITIONS OF THE CONTRACT

5.1 DEFINITIONS:

- a. In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise required. Terms which are defined in the Bid Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.
- b. **“BOARD”** – The Board means the Board of Directors of Kamarajar Port Limited or their successors or Assignees.
- c. **“CHAIRMAN”** means the CMD of KAMARAJAR PORT LIMITED.
- d. **“General Manager (MS)”** means the General Manager (Marine Services), the head of Marine Services Department Cum Deputy Conservator of the KAMARAJAR PORT LIMITED.
- e. **“Deputy Conservator”** means General Manager (MS) Kamarajar Port Limited
- f. **“CONTROLLING OFFICER”** means the General Manager (MS) Kamarajar Port Limited.
- g. **“ISPS”** means International Ship and Port Facility Security Code.
- h. **“THE KAMARAJAR PORT LIMITED or KPL” (“For chartering of one number 50T Bollard Pull Tug at 100% MCR for a period of 5 years)** means Board of Management of Kamarajar Port Limited.
- i. **“EMPLOYER”** means Kamarajar Port Limited (KPL).
- j. **“THE CONTRACTOR OR SUCCESSFUL BIDDER”** means the person or persons, firm, corporation, 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.
- k. **“CONTRACT”** means the Bid 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, sections, queries raised by the Bidders before and during the pre bid meeting, written replies and any addendum/corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document etc. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre bid meeting will form part of the Contract document.
- l. **“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.



- m. **“APPROVED/APPROVAL”** means the approval in writing.
- n. **“CHARTER”** means build, supply, manning, operation and maintenance of the Tug at Kamarajar Port Limits, neighboring port and other areas as required by the KAMARAJAR PORT LIMITED.
- o. **“CHARTER PERIOD”** means currency of contract period including extension period if any.
- p. **“CHARTER RATE”** means Charter Rate per day of 24 (twenty four) hours quoted by the bidder, as per BOQ, for Supply, manning, technical operation and maintenance of One No. **50T Bollard Pull Tug**.
- q. **“AGREEMENT”** means agreement between the successful Bidder/Bidders and KAMARAJAR PORT LIMITED for charter of tug.
- r. **“PAID DOWN TIME”** means the time during which the chartered **50T Bollard Pull Tug** is not available for 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 tug so as to ensure smooth uninterrupted operations.
- s. **“BREAKDOWN”** means the time during which the chartered **50T Bollard Pull Tug** are not available for mentioned operations as per requirement of KPL and for which no prior permission has been obtained from GM (MS) and also it is not of planned nature.
- t. **“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.
- u. **“AUDITOR”** means a statutory auditor as defined in the Company’s Act.

5.2 RIGHT TO ACCEPT OR REJECT ANY BID:

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

5.3 DETERMINATION OF RESPONSIVENESS & NON-RESPONSIVENESS:

5.3.1 RESPONSIVENESS CHECKLIST:

The bid will be scrutinized to determine whether the bid is substantially responsive to the requirements of the bid documents, including technical specifications without any deviations or reservation. The decision of the General Manager (Marine Services) in this regard shall be final.

S.No	Description
1	Bid Submitted through E-Procurement.
2	Bid Form (Tender form) Form-I
3	Bid Security Declaration Form-II
4	Integrity Pact Form-III



5	Profile of the bidder Form-IV
6	Pre-qualification criteria Documents with supporting documents. Form-V & Form-VI.
7	Power of Attorney- Form-VII
8	Technical Specification form filled Form IX
9	PANCARD, GST, Company Registration documents.
10	Company Profile & Key Personnel documents.
11	Undertaking stating No Modification in Bid document
12	Bid document signed by Authorized person in all pages.
13	Undertaking letter/ form of not black listed
14	Undertaking letter/ form of not no litigation
15	BOQ should be in INR

5.3.2 NON-RESPONSIVE:

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

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

5.4 PROCESS TO BE CONFIDENTIAL:

5.4.1 After the opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations, concerning the award of contract shall not be disclosed to bidders or any other persons.

5.4.2 Any efforts by the bidders to influence the process of examination, clarifications. Evaluation of bids and decisions concerning award of contract may result in rejection of the bidders bid.



5.5 NOTIFICATION OF AWARD AND DELIVERY:

5.5.1 Prior to the expiry of bid validity period prescribed in the bid, KPL will notify the successful Bidders through letter/s by email confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which KPL will pay to the contractor in consideration of the execution of the contract by the bidder.

5.5.2 The tug have to be placed at disposal of KPL for shipping operations after IRS surveys and certification, grant of permission by GM (MS) positively within 3 days after availability of tug at KPL.

5.5.3 Upon the receipt of Letter of Award of the contract, the successful bidders shall send Letter of Acceptance and prepare the Charter Party Agreement included in the Bid Document (FORM-XII), 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 bidder after the signature of appropriate authority. Contractor shall make 5 bound copies of the agreement with duly signed bid copy at his own cost and submit to Kamarajar Port Limited.

5.5.4 The successful Bidder shall submit Bank Guarantee towards Performance Guarantee prior to signing of agreement.

5.5.5 Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted.

5.6 NO CORRESPONDENCE FROM UNSUCCESSFUL BIDDER:

No correspondence will be entertained from the unsuccessful bidders.

5.7 PERORMANCE GUARANTEE:

The successful Bidder shall furnish an unconditional and irrevocable Bank Guarantee (BG) for total value of 10% of the accepted total tender value for the entire period of the contract (5 Years) prior to signing the agreement within 15 days from the date of issue of LOA. The validity of the BG should be additional claim period of 12 months from any Indian Nationalized bank/Scheduled bank enforceable and en-cashable 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 as per **Form-VIII**. The Successful Bidder shall not be permitted to sign the agreement without submitting the performance guarantee.



5.8 CARE AND DELIGENCE:

5.8.1 The bidder shall exercise all reasonable 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 KPL for the proper efficient and effective carrying out of their duties.

5.8.2 The contract shall commence and terminate at Kamarajar Port Limited. The tug would be accepted by KPL on satisfactory trials by IRS at KPL done within 3 days after availability of tug at KPL. The contractor can make the offered tug available for operation at KPL within 30 days from the issuance letter of award (LOA).

No port dues, berth hire will be charged during trial period. Also daily charter hire rate will be paid only on acceptance.

5.9 COMPLIANCE WITH STATUTORY REQUIREMENTS:

5.9.1 The bidder shall at all times during the currency of the contract comply with all statutory regulations rules in force from time to time.

- a) On board Crew wages shall be paid by the successful bidder as per the MUI/NUSI guidelines.
- b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.
- c) Bidder has to produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to KPL along with the monthly bill.
- d) The contractor shall have valid P&I Insurance for crew and insurance cover for employees other than crew.
- e) The contractor should comply all statutory labour laws and regulations in force.

5.9.2 The Contractor should comply statutory regulations in force from time to time. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the KPL 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.

5.10 MAINTENANCE AND OPERATION:

5.10.1 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. The tug should have provision for embarking/ disembarking of pilots as an when deemed necessary

5.10.2 The tug 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 tug, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall keep the tug with unexpired classification of the class/MMD and with other required certificates in force at all times.

5.10.3 KPL shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent basis. Contractor is to carry out all repairs or replacement of any damaged, worn 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 tug. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

5.10.4 The tug should have a set of competent and qualified Crew and as per MS Act manning requirement, enable to proceed to nearby neighboring port without changing manning pattern.

5.10.5 The tug in-charge/officer executes KPL's instructions with the utmost dispatch and to render customary assistance with the tug crew. The Tug in-charge/officer to be under the order of KPL except as regards employment, agency or other arrangements. In case KPL incurs any expenditure with regard to any unlawful action by crew members or any personnel of contractor the same will be deducted from contractors account.

5.10.6 KPL or its representative will give all instructions to tug in-charge/officer/crew in English only and the tug in-charge/officer/crew to keep full and correct logs in English, accessible to KPL.

5.10.7 A supervisor/ Liaison officer will have to be deputed by the contractor who has to ensure that the tug is always ready for deployment at Kamarajar Port. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing KPL scale of rates.

5.10.7 The bidder/contractor shall provide/supply of Lube oil.

5.11 FACILITIES TO BE PROVIDED BY KPL:

The Kamarajar Port Limited will provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder for the operation of the Tug. 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 while on hire contract. Contractor should exercise diligence in consumption of power/ water provided free of cost by KPL.

5.12 ASSIGNMENT AND SUBLETTING:

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 KPL and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause. Arranging substitute Tug for a short period will be considered as a sublet.

5.13 CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

The Contractor after award of the work shall furnish names and depute qualified, personnel having sufficient experience in carrying out works of similar nature to whom instructions of works will be given. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the General Manager (MS).

5.14 RATES, AMOUNTS & TAXES:

5.14.1 CHARTERED RATE:

The Bidder shall quote the Charter rate per day of 24 hrs tug in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as Non-Responsive as per clause 5.3.2 and the offer will be rejected. The rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period. The day means 24 hrs of duration commencing from 0600 hrs to 0600hrs of the following day.

5.14.2 CHARTERED AMOUNT:

5.14.2.1 The daily hire rate amount submitted by the Bidder in column 7 of BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc. and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Tug shall bear all the costs of running the Tug for operation at KPL. The Kamarajar



Port Limited will provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder for the operation of the Tug. The KPL shall also provides 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. 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. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be tested periodically & in possession of valid certificates at all times.

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

5.14.2.3 The contractor shall be provided space for tying up the Tug shall not be required to pay the port related charges like berth hire, port dues etc. During the break down period which exceeds the available down time period, except berth hire & port charges, fuel cost would be charged on the tug up to 5 days. After 5 days all applicable charges will be levied as per prevailing KPL scale of Rates. However, if a substitute tug/sister/similar tug is provided the daily hire rate will be paid to the contractor from the date of deployment as per the rate for the contracted tug and imposition of penalty will cease from that time.

5.14.2.4 The contractor shall also be required to make payment for fuel consumed by the tug, whenever the tug is not available for Port operation beyond the allowed maintenance period (paid downtime).

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

5.14.3 TAXES:

5.14.3.1 GENERAL: The daily charter hire rate amount quoted shall be inclusive of all taxes (except GST], duties, education cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Tug to KPL.

5.14.3.2 GOODS AND SERVICES TAX (GST):



The daily charter hire rate quoted by the Contractor are inclusive of all duties, taxes and levies except Goods & Service tax (GST). The GST will be reimbursed by KPL only on reflection of GST Paid by contractor in KPL's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, etc., as applicable. The contractor will perform such duties in regard to the deduction of such taxes at source as per applicable law. KPL will review the payment of GST on quarterly basis and if any discrepancy observed, then the contractor will be informed to sort out the discrepancy. Until then KPL reserves the right to hold on the payment.

5.14.3.3 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.

5.15 PERIOD OF CONTRACT AND PAYMENT:

5.15.1 PERIOD OF CONTRACT: Period of Contract is **Five (5)** years. Extension if any at sole discretion of KPL at same terms and conditions subject to satisfactory performance.

5.15.2 PAYMENT TERMS:

5.15.2.1 The KAMARAJAR PORT LIMITED shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column 7 in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement.

5.15.2.2 Daily Charter hire Rate of Tug per month = (Daily Charter hire Rate per day as per column 7 of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).

5.15.2.3 In case of 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 bill amount or any outstanding amount payable to the contractor including Bank guarantee.

5.15.2.4 The contractor shall submit the monthly tax invoice. Payment shall be made at the end of each calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 10 days from the date of submission of invoice in all respects to General Manager (MS) subject to compliance of all terms conditions. Port will ensure to make the payment within the stipulated time, in case of any clarification, after seeking clarification payment will be made. Contractor is not eligible to claim any compensation or interest for delayed payment. KPL may release partial payments to fulfill the obligation pertaining to wages of crew under exceptional circumstances.



5.15.2.5 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. IFSC Code
8. GST Details

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

5.16 INCOME TAX FOR DEDUCTION:

5.16.1 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.

5.16.2 Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.

5.17 INSURANCE:

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

5.18 DOWN TIME: ALLOWED MAINTENANCE PERIOD

5.18.1 The Bidder shall be eligible for 24 hours allowed maintenance period for Tug in a month i.e., 12 days in a year during the currency of contract.

5.18.2 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: Regardless of downtime whether utilized or not only upto 72 hrs of downtime can be accumulated. Excess hour will lapse automatically



5.19 PENALTY:

5.19.1 DOWNTIME PENALTY FOR OFFERED TUG AFTER PUT IN OPERATION:

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

Upto 14days	–	15% of hire charges per day
15 to 21 days	–	30% of hire charges per day
Beyond 21 days	–	50% of hire charges per day

Beyond 45 days contract is liable to be terminated.

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 Fourteen 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. The contractor should diligently take efforts to deploy the substitute crafts at the earliest but not exceeding 45 days from the day of non-operation.

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 45 days:-

If contractor expresses his inability to provide the offered crafts or substitute crafts by 45th 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.

5.20 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.

5.21 CONTRACTOR TO INDEMNIFY BOARD:

5.21.1 Contract shall indemnify KPL and every member, worker and employee of the KPL against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred and elsewhere and all actions, proceedings, claims, demands costs and expenses which may be made against KPL for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified KPL against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

5.21.2 Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all



damages caused by the tug to the property of Kamarajar Port Limited during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

5.22 EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

No official or employee of the KPL shall in any way be personal bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

5.23 FORCE MAJEURE:

5.23.1 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.

5.23.2 “The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption 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”.

5.23.3 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. Failure to do so may liable the party being denied of the shelter of the clause.

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

5.24 Bollard Pull Test:

5.24.1 The contractor shall arrange for IRS, as third party for Survey If the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contactor’s cost. KPL may accept the BPT certificate issued by the class surveyor in the preceding 6 months for the date acceptance of the initial substitute tug.

5.25 TERMINATION OF THE CONTRACT: The Contract can be terminated under the following cases:



5.25.1 KPL reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.

5.25.2 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.

5.25.3 The Contractor fails to fulfill the statutory requirements and other conditions as indicated in the Tender Document for operation of the Tug.

5.25.4 When the Bollard Pull of the Tug falls below norms set in scope of work.

5.25.5 In case of indiscipline of the crew of the tug or refusal to carry out the orders of the General Manager (MS) or his authorized representative.

5.25.6 It is informed that incase of unavailability of particular tug the contract of particular tug will only be terminated as per terms and conditions of the contract.

5.25.7 During the pre-acceptance trail or during the contract period if the tug is found to be unsuitable. Non compliant as per tender technical specifications and requirements.

5.25.8 In case, the Contract is terminated for any of the above reasons. KPL shall forfeit the B.G. Performance Guarantee submitted by the contractor.

5.26 DISPUTE BETWEEN THE CONTRACTOR AND KAMARAJAR PORT LIMITED:

5.26.1 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.

5.26.2 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.

5.26.3 The parties agree that the Arbitration pursuant to the section 5.26.1&5.26.2 aforementioned shall be “fast track arbitration” and undertake that the parties shall share the expenses thereof in equal proportion.

5.27 POLLUTION DAMAGE:

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

5.28 CERTIFICATES:

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

5.29 MANNING:

5.29.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighboring ports without changing the manning pattern at all times as per the requirements of MS Act. The contractor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.

5.29.2 a) The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to KPL and produce the originals for verification as required also when crew change ,their COC should be submitted to KPL.

b) The contractor shall at his own expenses provide all safety gears for all the employees engaged during the work.



d. All other operations required in connection with berthing and un-berthing of vessel operations within the port and such other operations as are conventionally performed by tug. In addition render assistance to neighboring port (without changing manning pattern of the Tug as prescribed by authority of Kamarajar Port or any other work authorized by GM(MS) or his representatives.

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

5.29.4 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighboring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act .

5.29.5 CHANGE OF CREW: The bidder shall bring to the notice of **GM (MS)** during the change of deployed crew. All required certificates should be submitted.

5.30 MAINTENANCE OF CLASS:

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

5.31 CONTRACT AGREEMENT:

5.31.1 The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 100/- as per KPL format for the due and proper fulfillment of contract within 15 days from the date of issue of letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the Contractor together with LOA shall constitute a binding contract between the KPL and the Contractor.

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



5.32 ACCESS TO PORT AREA:

The R.F.I.D. gate entry passes for inspection for the purpose of making the offer or for the execution of work for successful bidder. The bidder shall contact General Manager (MS), Marine Department. The gate entry pass shall be on chargeable basis as per Port's Scale of Rates. For issuance of long term pass for contractor police verification must be submitted. No crew members should leave the craft without permission of KPL.

5.33 DELIVERY PERIOD:

The offered tug shall be deployed at KPL latest within stipulated **time** from the issuance of letter of award (LoA) in seaworthy and efficient condition. Subsequently, before commencement of tug for operation at KPL contractor has to obtain approval from GM (MS) by submitting the all relevant certificates pertaining to completion of trials and tests by IRS.

5.34 EVALUATION AND COMPLIANCE OF TENDER:

5.34.1 Only those bids as have been determined to be substantially responsive to the requirements of the bid Documents will be evaluated. Other non-responsive tenders will be rejected. For this purpose, price bid submitted in any other format and/or strictly not complying to that indicated at Section-7 will be treated as non-responsive.

5.34.2 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

Arrived daily rate for evaluation purpose = $X + (6 \times 2 \times Y + 7 \times 1 \times Z)$ C

Daily fuel consumption

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



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.

The value of C is taken to be Rs.100/- litre for calculation purpose only.

v. 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.

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

The above is only for the purpose of evaluation and the contract will be awarded based on the quoted daily charter hire rate per day in column 7 of BOQ Subject to acceptance of KPL.

5.35 CHANGES IN CONSTITUTION:

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

5.36 LIQUIDITY DAMAGES:

5.36.1 If the Contractor fails to submit the subsequent documents to GM (MS) after carrying out the trials and tests by third party (IRS) at Kamarajar Port and it is found that the tug are not in position for subsequent deployment at KPL, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

5.37 FORE CLOSURE:

The Kamarajar Port Limited has the right to foreclose the contract for National Security, National Emergency and in general public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational short falls, variation in declared fuel consumption etc. 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 tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.



5.38 GOVERNING LAW:

The contract shall be governed by and interpreted in accordance with the laws of India. Any suit or other proceedings relating to this contract shall be filed, taken by the contractor in a Court of Law only in Chennai.

5.39 FUEL CONSUMPTION:

Average fuel consumption per hour of the offered Tug will be arrived based on the average fuel consumption of main engine and DG set for the last six Months worked in the port. In case duration of having worked in Port is less than six months, average fuel consumption of Main Engine and DG set for the entire duration will be taken. In case of substitute tug, Average fuel consumed by the offered tug in the last 6 months will be considered.

5.40 The Contractor shall ensure that the tug is in state of readiness at all times. However, KPL may endeavor to give 10 minutes notice in normal circumstances to tug Masters prior commencement of any movement.

5.41 Any planned dry dock and/or otherwise for the tug can be done only with prior permission of GM (MS) prior 15days and also sister/ similar tug will have to be deployed during the period of dry dock, the offered tug are out of service for dry-dock and/or otherwise.

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

5.41.1. Age

Age of the offered Tug

Age of the offered tug shall not be exceeding 15 years during commencement of contract and to be put in operation for a period of 5 years without any escalation in daily charter rate.

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

Full-FiFi – 1 No 50 Ton Bollard Pull Tug.

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.

5.42 BREAKDOWN MAINTENANCE:

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



5.42.2 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 tug due to Breakdown/repair and in such a case when no replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.

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

5.42.4 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.

5.43 ESCALATION:

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



SECTION-6
SPECIAL CONDITIONS OF THE CONTRACT

6.1 ATMANIRBHAR BHARAT: The bidder have to provide One **(1) No 50 T Bollard Pull Tug at 100% MCR** under Atmanirhbhar Bharat Abhiyan Policy and DG shipping circular, (As per the office memorandum No.SY-13013/1/2020-SBR dated 20.10.2021 of Ministry of Shipping (SBR Division) SOP for charter/procurement of Tugs by Major Ports)

The bidder needs to submit GA Plan, Detailed specification as per the bid format along with Main Engine and Auxiliary Engine make/model, power etc. As the fuel consumption at 100% MCR is forming part of the price evaluation, the bidders need to submit fuel consumption of Main and Auxiliary Engine at 100% MCR duly supported by technical data sheet of the manufacturer or any other supporting document from the manufacturer.

6.2 DOWNTIME PENALTY FOR OFFERED TUG AFTER PUT IN OPERATION:

If tug is inoperative / 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 prorata basis and penalty as below will be levied.

Upto 14days	-	15% of hire charges per day
15 to 21 days	-	30% of hire charges per day
Beyond 21 days	-	50% of hire charges per day

Beyond 45 days contract is liable to be terminated.

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 Fourteen 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. The contractor should diligently take efforts to deploy the substitute crafts at the earliest but not exceeding 45 days from the day of non-operation.

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 45 days:-

If contractor expresses his inability to provide the offered crafts or substitute crafts by 45th 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.

6.3 CREW WAGES:

- a) **On board crew:** The contractor shall have to deploy manning as per Ms Act for performing coastal voyages at all time and wages to be paid as per MUI/NUSI guidelines from time to time.
- b) The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc). The contractor to submit the copies of such certificates to KPL and produce the originals for verification as required.
- c) The contractor shall at all times during the currency of the contract comply with all statutory regulations rules in force from time to time. Shore personnel wages if any shall be paid by the contractor as per the Labour laws/guidelines.
- d) Contractor has to submit duly signed copies of all relevant documents like wage slip and proof of payment for EPF, ESI, Insurance for the employee other than crew if deployed at KPL along with the monthly bill.

6.4 ADDITIONAL MAN POWER:

- a) The bidder shall provide adequate manpower as per MS act & Manning for performing the coastal voyage at all times during the currency of contract.
- b) The crew should be with proper certificates, documents and other certificate applicable to seafarers (with valid CDC, Passport, SID etc). The contractor will



be required to submit the attested copies of such certificates to KPL and produce the originals for verification as required.

c) The contractor shall make repatriation for crew members from/ to their home town during Sign on/ off as the case may be.

d) The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed in KPL site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken.

During the currency of contract P&I certificate for crew to be kept valid at all time for the crew related claims. If not comply KPL has the right to pay such claims and recover from the monthly tax invoice.

e) The wages and other relevant applicable payments to the personnel to be made only through bank transactions and record of the same to be maintained for periodical verification.

g) The contractor should comply all rules and regulations as per state/central/labour act as on date.

6.5 LONG TERM PASS: For long term port entry/exit passes, the contractor needs to obtain police verification to all the personnel deployed at Port with regard to their contract.

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

6.7 TRAINING: The crew needs to attend training and in drills conducted by KPL from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions. Also the contractor should impact periodical training to all crew and shore personnel and the training records may be submitted to KPL on quarterly basis.

As the tug is on long term charter with KPL incase if port warrants internship training for students, the same to be imparted to the students as per KPL instruction.

6.8 The offered tug should support in all port related activities as per the requirement of KPL.

6.9 PAYMENT: The KAMARAJAR PORT LIMITED shall make monthly payment for the Tug at the Charter rate per day quoted as per Bill of



Quantities (BOQ) in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement. The GST will be reimbursed by KPL, on reflection of ITC in KPL's GST portal.

6.9.1 Charter Rate of offered Tug per month = (Daily Charter hire 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).

6.9.2 In case of 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 bill amount or any outstanding amount payable to the contractor including Bank guarantee.

6.9.3 The contractor shall submit monthly tax invoice Payment shall be made at the end of each calendar month, along with daily deck and engine logbook of the boat, crew wages, payment details, PF, ESI, Crew list etc. Payment shall be made within 10 days from the date of submission of bill in all respects to General Manager (MS). Port will ensure to make the payment within the stipulated time, in case any clarification, after seeking clarification payment will be made. Contractor is not eligible to claim any compensation or interest for delayed payment. KPL may release partial payments to fulfill the obligation pertaining to wages.

6.9.4 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. IFSC Code
8. GST Details Payment will be made as per BOQ. (Daily charter hire rate per day)

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

6.10 VERACITY VERIFICATION:

a) KPL reserves the right to verify the veracity of submitted/uploaded documents (For previous work experience & financial turnover as mentioned in **PQC** clause) from the issuing authority i.e previous employer/Govt/PSU directly.



- b) If veracity is not received by KPL from previous employer/Govt/PSU, the bidder will be intimated to support in obtaining the same for proceeding further evaluation process.
- c) In situations where the process of veracity verification cannot be established, KPL may not be in position to consider the respective bidder for further evaluation process. KPL's discretion will be final in this regard.

6.11 Substitute Tug Fuel Consumption:

- a) Substitute/Similar tug shall be of similar or better, however subject to the restriction on the following conditions:

Year of Build

Length overall

Freeboard

- b) The fuel consumption of the substitute Tug must not exceed the fuel consumption of the originally offered Tug.

Average fuel consumption per hour of the offered Tug will be arrived based on the average fuel consumption of main engine and DG set for the last six Months worked in the port. In case duration of having worked in Port is less than six months, average fuel consumption of Main Engine and DG set for the entire duration will be taken.

- c) In case the fuel consumption of the substitute Tug exceeds the fuel consumption of the originally offered Tug, the Port will recover the cost towards the excess consumption of fuel plus overhead charge of 20% on fuel cost.

6.12 Technical Specification

50Ton Bollard Pull Tug at 100% MCR One (1)No

Length O.A	Maximum 35 Mtrs
Breadth & depth	Proportionate to the length & depth
Draft	Maximum 5.5 Mtrs.
Bollard Pull	Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% MCR and should be capable of pulling and pushing simultaneously From either forward or aft of the tug depending on the mode used for operations that is forward and or aft of the tug. Also capable to pull from forward and aft of the tug.
Year of Build	Not more than 15 years old as on 31.12.2022. The age of the Tug Will be determined base on month and year of build mentioned in Class certificate of the Tug. Registered as per clause 4.1.a



Type steerable	At least Twin Engine Propulsion system with High manoeuvrability capacity in constrained waters and best suitable for Harbour operations. (Tractor/Reverse tractor or cycloidal or steerable rudder propulsion system, Azimuth Stern Drive Tug).
Main Engine :	At least Twin engines operating on high Speed Diesel with independent Remote control operations or similar Flexible arrangement
Auxiliaries	Generators, Fire Pump for external fire fighting with Fire Monitors as required by FiFi Class 1 for full FiFi Certified by Class.
Speed	Not less than 12 knots (Approx) under normal weather conditions
Towing Arrangement	Quick release tow hook/ winch with adequate strength for the towing operations.
Communication	As per the statutory requirements
Navigational Equipments	As per the statutory requirements
Manning	As per requirements of MS Act for Coastal voyages & should comply MLC.
Accommodation requirements	As per MLC requirements for crew to stay 24x7x365
Air Condition requirement	Yes with positive pressure for handling gas carriers like LPG& LNG
Towing lines	1 Nos. of 110m long on the drum and spare 2 Nos. of 110m long polypropylene ropes for towing purpose
Registration	Under the Merchant Shipping Act 1958
Class	Indian Register of Shipping / IACS
Fendering	suitably fendered so as to enable the tug to push/pull as required for Shipping operations.
Special conditions	1. Tug should also be suitable for Assisting push/pull as required for Shipping operations. LNG Ships and terminal 2. Tug should be capable for assisting



	(Push/Pull) freeboard of 2.5 mtrs. 3. Tug should have hose for Bunkering, Oil Boom to prevent pollution. 4. All round visibility is essential for Tug Master operation, Provision for giving shore power to be provided.
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6.12.1. 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.

6.12.2 The tug 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.

Full FiFi – One (1) No 50T Bollard Pull tug. Capable for fighting POL,LPG and LNG fires

6.12.3 **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.



FORMS CHECKLIST

S.No	Description of Form	Submitted Yes/No
1	FORM-I - TENDER FORM	
2	FORM-II- BID SECURITY DECLARATION	
3	FORM-III- INTEGRITY PACT	
4	FORM-IV- PROFILE OF THE BIDDER	
5	FORM-V- DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work order, completion etc.)	
6	FORM-VI- ANNUAL TURN OVER	
7	FORM-VII- POWER OF ATTORNEY	
8	FORM-VIII- FORMAT OF PERFORMANCE GUARANTEE	
9	FORM - IX – TECHNICAL SPECIFICATION OF TUG	
10	FORM – X – LETTER OF ACCEPTENCE	
11	FORM – XI - LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER TO CONSIDER RESPONSIVENESS	
10	FORM- XII - CHARTER PARTY AGREEMENT	



FORM-I
TENDER FORM

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

Date:xxxxxx

To,
The General Manager (MS),
KAMARAJAR PORT LIMITED,
Vallur post Nr NCTPS,
Chennai – 600120

Dear Sir,

**Sub: Tender for chartering of One (1) No 50 T Bollard Pull Tug at
100% MCR for a period of 5 years – Reg.**

Reference: Tender No.xxxx:

- 1) I/We, _____ (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for _____ to KPL.
- 2) All information provided in the tender including Addendum/Corrigendum and in the Forms/Annexure are true and correct and all documents accompanying such tender are true copies of their respective originals.
- 3) I/We shall make available to KPL (hereinafter referred to as KPL) any additional information it may find necessary or require to supplement or authenticate the Tender.
- 4) I/We acknowledge the right of KPL to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.
- 5) I/We also certify the following:
 - a) I/We have not been debarred by the Central/State Govt. or any entity controlled by them or any other legal authority for participating in any tender/ contract/agreement of whatever kind
 - b) I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public



authority/entity nor have had any contract terminated by any public authority/entity for breach on our part.

- 6) I/We declare that :
 - a) I/We have examined and have no reservations to the bid document, including the Addenda/Corrigendum issued by KPL thereon
 - b) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence to influence
- 7) I/We understand that KPL reserves the right to accept or reject any tender and to annul the bidding process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof
- 8) _____ (Name of Bidder) hereby undertakes that I/We will abide by the decision of KPL in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by KPL in this regard

Thanking you,

Yours faithfully,

Signature of authorized signatory of firm/Lead member (Seal)

Name:

Designation:

Date:

Address:

Enclosures:



FORM-II

BID SECURITY DECLARATION

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

e-Tender No. 2023055048

Date:xx/xx/xxxx

To,
General Manager (MS)
Kamarajar Port Limited,
Chennai

Sir,
Sub: Tender for
General Manager (MS)
Kamarajar Port Limited,
Chennai

Sir,
Sub: Tender for **“for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years”**- Reg

I/We. The undersigned, do hereby declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration. I/We accept that I/We may be disqualified from bidding for any contract with you for a period of two year from the date of notification if I am /We are in breach of any obligation under the bid conditions, because I/We

a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

Name , Designation & Signature of the
Authorized Signatory of the Tender.

Place:

Date:



FORM-III

INTEGRITY PACT

(The Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach 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.
- (xvi) The person signing integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.
- (xvii) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

Previous Transgression

The Bidder / Contractor declares that no previous transgression occurred in the last three years immediately before signing of this Integrity Pact, with any other company in any country in respect of any corrupt practices envisaged hereunder or with any Public Sector Enterprises in India or any Government Department in India that could justify Bidder / Contractor's exclusion from the tender process. If the Bidder / Contractor make incorrect statement on this subject, the Bidder / Contractor can be disqualified from the tender process or the contract, if already awarded, can be terminated for such reason.

Sanction for Violations

Any breach of the aforesaid provisions by the Bidder / Contractor or 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) Bid security declaration (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall



stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason therefore.

- (iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.
- (iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India , while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.
- (v) To encash the advance bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, 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. Virendra Narayan Gaur. IAS (Retd).
No.45,Panchsheel Judges Society,
Pocket7, Builders Area, Greater Noida,
Gautama BudhaNager-201315.
+91-9810388851
vngaur@gmail.com

 2. Shri. Aswani Kumar
Former CMD, Dena Bank,
22B, Turf View Apartment,
Seth Motilal G Sanghi Marg, Worli ,
Mumbai-400018
+91 -9920262626
ashwani.ashwani282@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:



FORM-IV
PROFILE OF THE BIDDER

General Information	
TYPE OF VENDOR	Person / Organisation / Group
Sub-Type of the Vendor	Person: Mr./ Ms./ MrMs./ Artificial Juridical Person Organisation: Company / Firm / Government / Local Authority Group: Association of Persons (AOP) / Body of Individuals (BoI) / Hindu Undivided Family (HUF) / Trust (AOP) / Krish (Trust Krish)
Registered Name of the Vendor	
Type of the Vendor	MSME / MSME (SC) / MSME (ST) / Others
Address of the Registered Office or Head Office	
Mailing Address of the Vendor	
PAN	
GSTN Number	
Phone Number (with STD code)	
Fax Number	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Phone No. and Email ID of the Authorized Signatory	
Name of Contact Person	
Phone No. and Email ID of the Contact Person	
Other details, if necessary	
RTGS / NEFT Details	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS* - Code of the Branch	
NEFT** - Code of the Branch	
MICR Code	

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

Name and Designation of Signatory:

Name of Firm:

Address:

Seal & Signature of Authorized Person



FORM-V

WORKS EXECUTED DURING LAST SEVEN (7) YEARS

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

Contractor's Experience in similar projects only:

Sl. No	Project Name	Project Value	Amount in INR	Contract Period	
				Date of commencement	Date of Actual completion

Note:

- i. Copy of the document proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria as per **clause 3.3.1, 3.3.2 of instructions to bidder**. The copy of document should be duly notarized, subject to production of the originals when demanded.
- ii. Separate sheet for each completed works should be attached by the bidder.

DATE:

TENDERER'S SIGNATURE WITH STAMP



FORM-VI
ANNUAL FINANCIAL TURNOVER

Firm's Financial Data: Turnover of the firm

Sl. No.	Particulars	Turnover in INR**
1	FY 2019-20	
2	FY 2020-21	
3	FY 2021-22	
	Average of 3 years	

Note:

- i. Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria as mentioned in **clause 3.3.3** of Instructions to the Bidders. The copy of document should be duly notarized, subject to production of the originals when demanded.

DATE:

TENDERER'S SIGNATURE WITH STAMP



FORM-VII

PROFORMA OF POWER OF ATTORNEY

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

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 **for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years** 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 day of 2023.

(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:

***Note:**

- 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.*



FORM-VIII
FORMAT FOR PERFORMANCE SECURITY
(BANK GUARANTEE)

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

From:
 Name and Address of the Bank

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 of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract **for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years**”, (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 **for chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years**” 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.....

(Signature of Authorized person of Bank)

Place:.....

(Name in Block letters)

(Designation).....

(Address).....

Bank's Seal

Authorization No.....

Witness:

1. Signature

Name & Address & Seal

2. Signature

Name & address & Seal

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



FORM-IX

TECHNICAL SPECIFICATION OF TUG

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

Technical Specification of Tug

1. Name of the Tug :
2. Official No. :
3. Call Sign :
4. Gross Tonnage :
5. Net Tonnage :
6. Year of built :
7. 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 :
 - iv 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 :
24. LSA/FFA Equipments :

Signature of the Bidder with Seal



FORM-X
LETTER OF ACCEPTANCE

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

Sub: Tender for “**chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years**”–Reg.

This has reference to the Proposal being submitted by us in respect of the Contract for “**chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years**” in response to the tender document issued by Kamarajar Port Limited (KPL).

We hereby confirm the following:

1. We -----(name of firm 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)
 - The proposal being submitted by-----
(Name of the firm)
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 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 continues to be authorized representative and signatory in respect of all matters concerning our Tender application for this chartering and contractual commitments thereof.

For and on behalf of :
Signature :
(Authorized Representative and Signatory):

Name of Person :
Designation :
Seal with date :

FORM-XI
LIST OF DOCUMENTS TO BE SUBMITTED BY THE BIDDER
TO CONSIDER RESPONSIVENESS

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

S.No	Clause Reference no	Description of Documents	
1	Form-I	Tender form	
2	Form-II as per clause 3.4	Bid security declaration	
3	Form-III as per clause 3.5	Integrity pact	
4	Form-IV	Profile of the bidder	
5	Pre Qualification Criteria as per clause 3.3, 3.3.1, 3.3.2, 3.3.3	Details of similar works/experience (inclusive of work order, completion etc.) i) Similar work ii) Similar work iii) Similar work	
		Annual turnover (Along with Profit/Loss statement, Auditors statement for last three years) i) 2019-20 ii) 2020-21 iii) 2021-22	
6	Form-VII	Power of attorney	
7	Form-VIII as per clause 3.17.1,3.17.2, 3.17.3	Format of Bank guarantee	
8	Form-IX as per Clause 4.2, 4.2.1, 4.2.2, 4.2.3, 4.2.4, 4.2.5, 4.2.6, 4.3, 4.3.1, 4.3.2, 4.3.3.	Technical specifications duly filled	
9	As per clause 1.12(xiv)	Undertaking stating not Blacklisted by Govt/PSU/Any Major Port.	
10	As per clause 5.3.2(a)	Undertaking stating No modification in Bid document carried out	
11	As per clause 3.11.4	Company registered document	
12	As per clause 3.11.2,3.11.3	PAN CARD,GST registration number	
13	As per clause 5.29, 5.29.1,	Details of personal and their qualification, experience and key	



	5.29.2, 5.29.3 & 5.29.4	personnel for administration & execution of this contract and coordinator.	
14	As per clause 3.11.3	Details of the Partners/Directors as applicable.	
15	As per clause 1.1.1 (xv)	Detailed information regarding current litigation, if any, in which the Bidder is currently involved.	

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.



SECTION-XII
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 here in after 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 of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period of 5 years** by Kamarajar Port Limited.

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

NOW THIS AGREEMENT WITNESSETH

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter refereed to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - A, This contract agreement
 - B, Notice Inviting Tender
 - C, General Instructions to Bidders
 - D, Instruction for Online Bid Submission
 - E, Instruction to Bidders (ITT)
 - F, Scope of Work
 - G, General Conditions of contract
 - H, Special conditions of contract
 - I, Addendum/ Corrigendum of tender documents
 - J, BOQ
 - K, Letter of Acceptance
 - L, Performance Security/Bank Guarantee
 - M, Other conditions agreed and documented through various correspondence dated 1, 2,.....
3. The contractor let and the Kamarajar ports hire the good (Tug Name) for a period of eight years with effect from commencement of service at Hrs on (Date and time), (not a Sunday or a legal holiday unless taken over) the patrol boat is delivered and placed at the disposal of the KPL and the contractor undertake to maintain the Tug during the period of this contract.
4. The contractors have represented the description of the said Tug as per “FORM IX”.



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

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

for M/s.-----

KAMARAJAR PORT LIMITED.

(Contractor)

(Charterer)

WITNESS

WITNESS



KAMARAJAR PORT LIMITED

e-Tender No. 2023055048

(ONLY THROUGH e – Tendering Mode)

**Chartering of One (1) No 50 T Bollard Pull Tug at 100% MCR for a period
of 5 years**

Price Bid/BoQ

(COVER II)

**Marine Services Department,
KAMARAJAR PORT LIMITED,**

Vallur Post Nr NCTPS

Chennai 600 120



**TENDERFOR CHARTERING OF
One (1) Nos 50T Bollard Pull Tug
At 100% MCR (Two Covers System)
For a period of Five (5) 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.

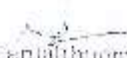
SY-17013/11/2020-SBR
 Government of India
 Ministry of Ports, Shipping & Waterways
 (SBR Division)

Transport Bhawan
 Parliament Street
 New Delhi- 110001
 Dated the 20th October, 2021

OFFICE MEMORANDUM

Subject: Clarification to SOP for charter of tugs by Major Ports under Atmanirbhar Abhiyan Policy and implementation of Public Procurement (Preference to Make in India) Order of DPNT dated 04.06.2020-regarding

The undersigned is directed to refer to this Ministry's OM of even number dated 1.11.2020 on the subject mentioned above and to clarify that all tugs which have been flagged in India upto the midnight of 15.01.2021, would be eligible to take part in the tenders issued by the Major ports for chartering of tugs.


 Anandhi Prasad
 Under Secretary to Govt. of India
 Ph: 011-23313959
 Email: anandhi@moa.gov.in

To

1. The Chairman, Jawaharlal Nehru Port Trust, Administrative Building Navi Mumbai 400707 Fax No: 022-27244070 Email id: chairman@jnpport.gov.in
2. The Chairman, Cochin Port Trust, Willingdon Island Cochin 682006 Fax: 0484-2988183 2666512 Email id: chairman@cochinport.gov.in
3. The Chairman, Kandla Port Trust, Post Box No. 50 Gandhidham, Kutch-370201 Fax: 02938 239055/235987 Email id: chairman@kandlaport.gov.in
4. The Chairman, Mormugao Port Trust, Headland Sada Goa, Goa-403804 Fax: 0832 2521125 Email id: chairman@mpgoa.com
5. The Chairman, New Mangalore Port Trust, Panambur, Mangalore-575010 U.K. District Karnataka Fax- 0824 2408290, 2408300 Email id: chairman@nmpo.gov.in
6. The Chairman, Kamaljar Port Limited, P.O. Chagalverey, NaickerMalgaal 1st Floor No. 23 Rajaji Salai Chennai 600001 Fax: 044-25251666 Email id: chairman@cpil.gov.in
7. The Chairman, Visakhapatnam Port Trust, Visakhapatnam-530035 Tel. No: 0891 2876000 Fax: 0891 2585023 Email id: vsk.chaikaran@gmail.com
8. The Chairman, Mumbai Port Trust, Port House, Bopri Valsundar Marg, Mumbai 400038, Tel No: 68555886 Fax: 022 22811011 Email id: chairman@mpclmumbai.com