



# DEENDAYAL PORT AUTHORITY

## MECHANICAL ENGINEERING DEPARTMENT

Tender No.: CME/Mech.Division/1548/GTTPtugs/2024

**TENDER FOR CHARTERING of "MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF CONTRACTOR OWNED 01 NOS. ASTDS-GTTP TUG FOR 15 YEARS AND EXTENDABLE BY 02 MORE YEARS" at DPA**

### **Corrigendum-2**

- A1. The amounts mentioned under PQC in NIT (page-5 of Tender documents) and Section-1, sub-clause no. 3.1 (Sr. no. 2: Technical Qualification, Page-13 of Tender documents) are "Excluding GST".
- A2. **Bid document fee payable to** mentioned under in NIT (page-7 of Tender documents), shall be read as "**Deendayal Port Authority**".
- A3. The amounts mentioned in NIT (page-7 of Tender document) for the requirement of Joint Venture/Consortium, shall be read as:
- Lead partner should have executed at least one similar works costing **Rs. 978.20 Lakhs** (excluding GST) as per minimum eligibility criteria.
- A4. "Banking details" mentioned under NIT (page-9 of Tender documents) shall be read as below:
- "Name of beneficiary: Deendayal Port Authority, Bank of Baroda, Gandhidham Branch, a/c no. : 10080100022427, IFSC Code: BARBOGANKUT"**.

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**Section -1**

A5. Sub-clause no. 3.2 (g) under Clause no.-3 of Section-1 (Page-15 of tender document), shall be read as:

EMD in the form of Bank Guarantee and Tender fee should be paid through online transfer in Bank of Baroda, Gandhidham Branch, from Nationalized/Scheduled bank. Legible scan copy of RTGS no. and date of transfer shall send for the purpose of realization.

A6. Addition in Sub-clause no. 3.2 under Clause no.-3 of Section-1 as follows: -

- s) The bidder shall upload Section-6-Form-9, Technical specifications (Along with relevant supporting documents) of the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.
- t) The bidder shall upload GTTP Compliance Declaration (Along with relevant supporting documents) for the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.
- u) The bidder will have to submit GTTP Compliant Certificate as per specified format in Annexure –A & B of tender document, at the time of delivery of the Tug to the Port duly certified by the class in line with the general specifications published by IPA on 29.10.2024 as mentioned in Annexure –A & B of tender document.
- v) The bidder shall upload the undertaking from any Shipyard in India as per specified format Section-6-Form-24
- w) The bidder shall upload the undertaking from ESS Integrator / Provider as per specified format Section-6-Form-25.

A7. Clause no. 12 (Page-21 of tender document) has been left blank and same shall be considered as void.

**Section -2**

A8. Sub-clause no. (xi) under Clause no.-1 of Section-2 (Page-23 of tender document), shall be read as:

The details of Online transfer/Bank Guarantee 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.

**Section -3**

A9. Sub-clauses (b) and (e) under Clause no.-1 “DEFINITIONS” (Page-25 of tender document) amended and one additional sub clause (v) “List of abbreviations has been added and shall be read as below:

(b) “CHAIRPERSON” means the Chairperson of the Board and includes the person appointed to act in his place under Major Port Authorities Act. 2021.

(e) shall be considered as Deleted.

(v) List of abbreviations as follows: -

Short Form	Full Form
ASTDS	Approved Standard Tug Designs and Specifications

GTPP	Green Tug Transition Programme
DPA	Deendayal Port Authority
NIT	Notice Inviting Online Tender
EMD and INR	Earnest Monet Deposit and Indian Rupees
UDIN	Unique Identification No.
MS Act	Merchant Shipping Act
TDS	tax deducted at source
JV	Joint Venture
MSEs	Micro and Small Enterprise
BOQ	Bill of Quantity
LOA	Latter of Acceptance
BG	Bank Guarantee
SD	Security Deposit
MUI/NUSI	Maritime Union of India/ National Union of Seafarers of India
P&I Insurance	Protection and Indemnity insurance
CDC	Continuous Discharge Certificate
SID	Seafarer's Identity Document
EPF	Employees' Provident Fund
ESI	Employees' State Insurance
PQC	Pre-Qualifying Criteria
SSC	Standing Specification Committee

- A10. Clause No. 6 "INTEGRITY PACT" of Section – 3 (Page-27 of tender document) has been amended and attached as "**Amended Form-3: Integrity Pact**", which superseded the existing Form-3 : Integrity Pact (page-71 of tender documents).

## **6) INTEGRITY PACT:**

The bidder has to execute Integrity pact agreement with Deendayal Port Authority (As per agreement enclosed). Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been appointed as Independent External Monitor Integrity Pact, whose address is as under:

(1) Shri Amiya Kumar Mohapatra, IFoS (Retd.),  
Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneswar-751022.  
Mobile No. 9437002530  
[email: amiyaiifs@gmail.com](mailto:amiyaiifs@gmail.com)

(2) Dr. Gopal Dhawan, Ex-CMD, MECL,  
House No. 120, Jal Shakti Vihar  
(NHPC Society) P4, Builders Area,  
Greate Noida Gautam Budh Nagar,  
Utter Pradesh- 201315.  
Mobile No. 8007771467  
[email: gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

The bidder (witnesses sign also to be arranged by bidder) has to sign and seal and uploads the scanned copy of Integrity Pact form (as per agree form enclosed) in preliminary bid along with the Tender Fees and EMD, failing which the bid shall be considered non responsive. Original hard copy of the same along with the tender documents shall have to forwarded subsequently so as to reach the Marine Engineer

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Grade -1, within 7 days of opening of the tender failing which tender shall be considered irrelevant.

- A11. Sub-Clause no. (ii) under Clause No 12 "**AUTHORITY FOR SIGNING TENDER DOCUMENT**" of Section-3 (Page-29 of tender document), the requirement of "Sales Tax License" shall be considered as omitted.
- A12. Sub Clause no. (3) under Clause No. 18 "AWARD OF WORK" of Section – 3 (Page-31 of tender document) shall be considered as deleted.
- A13. Sub-Clause no. (5) under Clause No 18 "AWARD OF WORK" of Section-3 (Page-31 of tender document) shall be considered as deleted.
- A14. Sub-Clause no.-6 under Clause no.-18 of Section-3 (Page-31 of tender document) shall be considered as deleted.
- A15. Clause no.-10 of Section-3 at Page-32 of tender document, i.e. "ISSUE OF WORK ORDER:" shall be read as Clause No 19 of Section – 3.
- A16. Clause no.-11 of Section-3 at Page-32 of tender document, i.e. "CORRUPT OR FRAUDULENT PRACTICES" shall be read as Clause no.-20 of Section-3.
- A17. Section -4 of Tender No. CME/Mech.Division/1548/ GTTPtugs/2024 has been amended and shall be read as below:**

## **SECTION 4**

### **1) SCOPE OF WORK FOR CHARTER OF 01 Nos 60 T BOLLARD PULL ASTDS- GTTP TUG:**

- 1.1 The contract involves supply of 01 No. 60 T Bollard Pull ASTDS- GTTP Tug at 100% of Thruster speed to DPA for a Period of 15 (Fifteen) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding electricity and fuel for operations at DPA. As Section (4) Clause 2 with the following requirements:
- 1.2 The offered tug shall be ASTDS- GTTP compliant as per Ministry of Ports, Shipping and Waterways File No.SY-13013/1/2020-SBR Dt.27.12.2023 office memorandum for charter /procurement of tugs by Major Ports circular drawing guidelines, Technical Specifications and General Specifications published by MoPSW. However, DPA's specific requirements which are specifically mentioned in this tender documents shall prevail.

- 1.3 The offered ASTDS-GTTP tug must register under Indian flag as per Section-4, Clause-2. 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 DPA as per Section-4, Clause-2 including the certificate of class for Fi-Fi and certificate of ASTDS-GTTP Compliance.

**2) TECHNICAL SPECIFICATIONS: Kindly Refer "Annexure-B":**

- 2.1 Condition mentioned under Annexure-A: General Specifications of GTTP Phase-1, published by MoPSW and Annexure-B: Technical Specification GTTP Phase-1, published by MoPSW & other amendments/ variations issued in this regard mentioning the obligations from buyer side will be directly deal with Ship builder, IRS Class, MMD etc. DPA will not involve in any of such obligations. DPA's specific requirements which are specifically mentioned in this tender documents shall prevail.

Indicative specifications for 60 Ton Bollard Pull ASTDS – GTTP Tug at 100% of Thruster speed:

Sr. no	Parameter	Criteria
1.	Length	Kindly refer Annexure-B
2.	Breadth and Depth	Kindly refer Annexure-B
3.	Draft	Kindly refer Annexure-B
4.	Bollard Pull	Steady /Sustained Bollard Pull of not less than the required bollard pull at 100% of Thruster speed 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. The Bollard Pull Certificate should be issued by a Classification Society which is a member of IACS not older than 06 months.
5.	Year of Build	Not more than the One year older than the last date of submission of Bid.
6.	Type Steerable	Kindly refer Annexure-B
7.	Propulsion Motor	Kindly refer Annexure-B
8.	Battery Capacity	Kindly refer Annexure-B
9.	Charging Time	Kindly refer Annexure-B
10.	Auxiliaries	Two nos. Generators of minimum total capacity of 1800 KW. Following power requirements shall be catered by the Generators: i) Fire Pumps for external firefighting with Fire Monitors as required by FiFi Class 1 for full FiFi and other equipments installed on the tug. ii) To give power sours to all emergency operations including powering to propulsion thrusters in Hybrid Mode and to increase the endurance (Clause no. 85 GTTP - Technical

		Specification).
11.	Speed	12 Knots under normal weather conditions.
12.	Towing Arrangement	Quick release aft tow hook with adequate strength for the towing operations, Minimum 60 BP capacity.
13.	Communication	As per the statutory requirements.
14.	Navigation Equipment	As per the statutory requirements.
15.	Manning	As per requirements of MS Act/Coastal voyages & should comply MLC.
16.	Accommodation Requirements	As per MLC requirements for crew to stay 24x7x365
17.	Air Conditioning Requirement	Yes, with positive pressure for handling gas carriers like LPG & LNG
18.	Towing Lines	94 mm diameter of 01 Nos. of 110 m long on the drum and spare 01 Nos. of 110 m long polypropylene ropes for towing purpose.
19.	Registration	Under the Merchant Shipping Act 1958
20.	Class	Indian Register of Shipping / IACS
21.	Fendering	Suitably fendered so as to enable the tug to safely push/pull, as required for Shipping operations.
22.	Special Conditions	<ol style="list-style-type: none"> <li>1. Tug should also be suitable for Assisting push/pull as required for Shipping operations. LNG Ships and terminal</li> <li>2. Tug should be capable for assisting (Push/Pull) with sufficient and safe freeboard.</li> <li>3. Tug should have certified hose for Bunkering, Oil Boom to prevent oil Pollution.</li> <li>4. All round visibility is essential for Tug Master operation, Provision for giving shore power to be provided with compatibility to receive power from Propulsion battery charging facility.</li> </ol>
23.	Optional Requirements of Deendayal Port Authority (DPA)	<ol style="list-style-type: none"> <li>1. External firefighting: - Full FiFi – 01 with minimum 5000 litres of foam compound initial supply (kindly refer 816 Pg No 53 of Annexure – A)</li> <li>2. Aft Towing hook of 60 T Bollard Pull Capacity, kindly refer 435 Pg No 33of Annexure –A</li> <li>3. Oil Spill response equipments with 1000 litres OSD of initial supply: <ol style="list-style-type: none"> <li>i) Oil spill dispersant arm</li> <li>ii) Oil spill containment boom</li> </ol> (kindly refer 48 Pg No 34 of Annexure –A) </li> </ol>

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- 2.2 The contractor shall supply and keep on board minimum of 94 mm diameter 01 no. of 110 m long tested polypropylene rope on the drum and additional spare 01 nos. of 110 m long of similar capacity tested polypropylene ropes of adequate strength for towing purposes at all times. Additional mooring ropes for securing the tug at jetty shall be in the scope of the contractor till the completion of contract.
  - 2.3 The tug offered must be fitted with dual-purpose monitor/s for external firefighting. The firefighting system must be capable of using foam from its internal tanks. The capacity of the firefighting system must be minimum FiFi-I Class as below:
    - i. Full FiFi – 01 (one) no. 60 T Bollard Pull ASTDS-GTTP tug Capable for fighting POL, LPG and LNG fires.
  - 2.4 Upon expiry / consumption of Initially supplied foam compound and OSD shall be re-filled by the contractor till the Contract period. However, the use of foam compound & OSD for DPA purpose only, shall be reimbursed/supplied by DPA as per actual basis.
  - 2.5 The whole reach and burthen of the tug, including lawful deck capacity is to be at DPA 's disposal, reserving proper and sufficient space for the tug's master, officers, crew, tackles, apparel, furniture, provisions and stores.
  - 2.6 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 including certificates mentioned under Annexure-A & B.
  - 2.7 Joint On hire survey/Off hire survey will be carried out at DPA site in the presence of DPA 's Representative by Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at Contractor's time on contract.
  - 2.8 DPA 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.
  - 2.9 The tug shall be used for various lawful services required by DPA including towing, docking and undocking of vessels at DPA and any neighbouring port round the clock (24 hours a day) and throughout the contract period including but not limited to:
    - i. Berthing and un-berthing of vessels in port.
    - ii. To stand by as fire float, Oil spill dispersant spraying boat etc.
    - iii. To assist in double banking by way of acting as docking Tug/Crafts/Barge.
    - iv. To maintain communication by VHF.
    - v. Assist in buoy operations.
    - vi. 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 neighbouring port as and when required with coastal Manning as per MS Act.
  - 2.10 In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the DPA to the Contractor and penalty Section 4 Clause 7 and Termination Section 4 Clause 19 shall apply.
  - 2.11 The contract involves chartering of 01 Nos. 60 T Bollard Pull ASTDS- GTTP Tug at 100 % Thruster speed by DPA for a period of 15 (Fifteen) years and extendable by 02 more years. as per broad technical specifications stipulated in "Scope of Work and Annexure – A & B" with full crew, provisions and all stores including lubricants.
  - 2.12 DPA is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days, at
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- DPA 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 Controlling Officer or his representatives of DPA and the crews of the tug shall comply with all instructions from the Dy. Conservator of DPA and/or his/her representative.
- 2.13 The crews of the tug shall take instructions regarding the operations from Dy. Conservator of DPA or his/her representatives.
  - 2.14 All operational costs including crew Wages, Allowance, Victualing, Insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, Lubricants and equipment will be borne by the Contractor. Repairs, Survey and other requirements to keep the tug operational will be to 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 non-payment of hire charges, for the period tug were not made available and penalty Clause of the Charter Party Agreement shall apply.
  - 2.15 On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.
  - 2.16 The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.
  - 2.17 The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.
  - 2.18 The Chartering will be for a period of 15 (Fifteen) years for 01 No: 60 T Bollard Pull Tug at 100% of Thruster speed from the date of providing the Tug on charter by the Contractor to DPA. DPA will pay the chartering rates at the original rate at same terms & conditions throughout contract period along with extended period if any.
  - 2.19 The contractor shall be allowed a downtime of 12 days per year during the currency of contract for upkeep of the tug. The full one-year's downtime will be credited in the beginning of each contractual year. However, the contractor must take prior permission in writing of the Deputy Conservator, D.P.A, before laying up the tug to carry out any maintenance work or repairs or surveys, etc. A maximum of 07 days of downtime will be permitted at a time. During the permissible downtime, charter rates will be paid. No downtime balance at the end of the year will be carried forward and will lapse. Breakdown can also be debited against downtime. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Navigational aids, deployment of buoy etc. as directed by the Dy. Conservator, DPA or his authorized Representative(s).
  - 2.20 The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine log book respectively and the same shall be submitted to the scrutiny of the Dy. Conservator, DPA or his authorized representatives(s), whenever requested. The completed log book shall be sent to the Dy. Conservator, DPA's Office at the end of every month for checking by Officer designated by the Dy. Conservator, DPA. The
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- battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the log books.
- 2.21 The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Craft Rules and Regulations if any of DPA's and any other legislation related to operation of ASTDS-GTTP Tug
- 2.22 The Contractor shall be solely responsible for reporting simultaneously to Dy. Conservator, DPA, EIC/Nodal Officer 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 DPA against any claims or actions arising there from.
- 2.23 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, DPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, DPA will be at liberty to encash the Performance Guarantee
- 2.24 The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. Engineer-In-charge / Nodal Officer or his authorized representative 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.
- 2.25 The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.
- 2.26 The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.
- 2.27 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 neighbourhood of the work against the same. In case, Engineer-In-charge / Nodal Officer 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, Engineer-In-charge / Nodal Officer shall inform to the concerned enforcing authorities
- 2.28 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping, Ministry of Ports, Shipping and Waterways, and Customs etc. for deploying the tug for service in Engineer-In-charge / Nodal Officer before tug is put into service. The tug shall be registered as per the statutory requirements of D.G. MS Act (Shipping) complying statutory obligations.
- 2.29 The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency situation(s), if required, at no extra cost to
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Engineer-In-charge / Nodal Officer. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.

- 2.30 Security of the tug, its appurtenances and crew will be the Contractor's responsibility.
- 2.31 On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates.
- 2.32 Bollard Pull as declared by the Operator will be the Bollard Pull of the Tug being offered to Deendayal Port Authority for the entire period of the contract. This Bollard Pull will have to be maintained during the currency of the contract. The Bollard Pull test is mandatory after 5 years. In case of any dispute regarding the Bollard Pull of the tug, during intervening period, a fresh Bollard Pull test can be insisted by DPA in the Presence of the classification Surveyor and Owner. The Bollard Pull test shall be at the cost of the contractor. If the BP is found less than the required capacity, charter rates will be reduced as per Sub Clause no. (v) under Clause no. 11.2 of Section-5.
- 2.33 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.
- 2.34 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 Dy. Conservator, DPA or any other authorized person authorized by Engineer-In-charge / Nodal Officer.
- 2.35 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 DPA Regulations.

### **3) Electronic Log :**

Tug shall have Electronic log system for automatic recording of DG operational data (i.e. Starting time & Stop time, Running hours etc.) , with minimum of 90 days of previous record backup. The clock of the log system shall be synchronize with the Indian standard Date & Time in 24 hours format The Log system shall have copying, printing and should be able to transfer the record to other computer system for analyze the records.

### **4) LOG BOOK:**

- 4.1 The tug shall maintain deck and engine log book as per trade practice and the same shall be submitted to the scrutiny to DPA or his authorized representatives, whenever requested.
- 4.2 The use of DG for propulsion of GTTP Tug shall be avoided, any use of DG for propulsion shall be recorded in Log Book with specific justified reasons at each occasions. The wilful act of Utilizing the DG power for GTTP tug Propulsion and failure to maintain the Log Books records shall attract the penalty same as non-operational condition (Section-4, Penalty Clause -7).

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- 4.3 The completed log book shall be sent to the Engineer-In-charge / Nodal Officer Office at the end of every month for checking by Officer designated by the Engineer-In-charge / Nodal Officer. The performance of Propulsion system, auxiliary engine performance, fuel oil issue and consumption, maintenance details, repairs and all-important events that are taking place shall be logged in chronological order in the log books. Shipping operation attended, breakdown or any observations also need to be logged in the Log Book along with other mandatory and operational data.
  - 4.4 It shall be the responsibility of the contractor to report to Dy. Conservator along with required agencies as per law and Security personal deployed by DPA during any serious or fatal accidents on the tug or at any place in DPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify DPA against any claims or actions arising there from. Contractor shall make good any damage caused to the DPA properties by the contractor side at his own cost.
  - 4.5 In case of receipt of complaints from any crew regarding the non-receipt of wages, Engineer-In-charge / Nodal Officer shall examine the matter and if found reasonable, make the wage payment, premium for employees' welfare scheme payments and the same shall be recovered from the monthly bills payable to the Contractor. In such cases, a penalty of 5% on the monthly bill amount including GST shall be recovered from the contractor. In the event of insufficient funds, Engineer-In-charge / Nodal Officer will be at liberty to encash the Performance Guarantee.

## **5) ILLEGAL ACTIVITIES:**

- 5.1 The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against DPA or his official representatives. 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.
- 5.2 In case, the Dy. Conservator, DPA or his authorized representatives(s) receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously. Contractor's personal shall not conflict with orders issued by Dy. Conservator, DPA or his/her authorized representative, while on duty. If any personnel is found to be undesirable to be employed in the work, due to administrative or any other reasons, the Contractor, if so directed by Dy. Conservator, Engineer-In-charge / Nodal Officer or his/her authorized representative 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 Engineer-In-charge / Nodal Officer or his/her authorized representative.
- 5.3 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.

## **6) DEPLOYMENT:**

- 6.1 The Contractor shall obtain necessary clearance, as required, from D.G. Shipping,

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

- 6.2 The mobilization period will be within 24 Months from the date of receipt of Letter of Acceptance by the contractor, issued by DPA. The date of commencement of the contract shall be from the actual date of deployment of ASTDS-GTTP Tug acceptance by DPA after joint survey.
- 6.3 Penalty will be levied @ 0.5% of annual contract price per week or part thereof for delay in delivery period as specified in this tender documents i.e. after the date of 24 months of delivery period. Maximum penalty towards this delay in delivery period shall be maximum of 5 % of the annual contract price.
- 6.4 Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of receipt of the Letter of Acceptance will be to the account of the successful bidder and no extension of time will be granted. However, the Chairperson DPA may consider for further extension of delivery period on viable justification submitted by the contractor on extra ordinary circumstances.

## 7) **PENALTY:**

7.1 Downtime Penalty during the entire chattering period for deployed ASTDS-GTTP Tug:

- i. If tug is inoperative / unavailable due to reasons attributable to the contractor side and DPA is unable to utilize the tug, penalty will be levied from the time and date of such in-operative/unavailability after allowing any permissible down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows, in addition to non-payment of charter hire charges on prorata basis (completed hourly basis) additional penalty as below shall be levied:

a	Upto 14 Days	15% of hire charges per day
b	15 - 21 Days	30% of hire charges per day
c	Beyond 21 Days	50% of hire charges per day

**Beyond 45 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.**

- ii. This Clause will be operative, if the tug remains non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Downtime as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Dy. Conservator or his authorized representative for any reasons. In addition to the non- payment of charter rate for the period of non-availability of the tug, 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.
- iii. This is first pilot project for GTTP compliant Battery Electric Tug, in case the GTTP tug is out of commission due reasons attributable to the contractor, the

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contractor may submit request for consideration for extension of maintenance period without payment of hire rates & without penalties to the Competent Authority with justifiable reasons. The Justification will be examined and vetted by the Competent Authority and accordingly contractor will be intimated for the decision.

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

7.2 Non-operational of GTTP Tug, due to reasons attributable to DPA side i.e. Power supply for battery charging, jetty maintenance etc. Hire rates will be payable as per tender, however GTTP Tug should be able to operate with available DG power installed on board Tug. If Tug is not able to operate on DG, penalty will be imposed as per Sub-clause no. 7.1 of Penalty Clause-7.

7.3 In case of any dispute related with GTTP Tug during the entire contract period with written communication/intimation by Engineer-In-charge / Nodal Officer or his authorized representatives, IRS (Marine) visit shall be arranged by the contractor and payment shall be made by the contractor directly for inspection. If IRS (Marine) observes DPA dispute is correct and GTTP Tug has deficiencies, rectification shall be carried out by the contractor within permissible downtime, delay in rectification penalties shall be imposed as per tender conditions Section-4, Clause-7 or Section-5, sub-clause (v) of Clause 11.2. If the IRS visit will not be arranged even after fourteen (14) days, penalty as mentioned under b & c of above table under Sub-clause no. 7.1 shall be imposed and below actions shall be followed by the contractor: -

- i. The contractor has to provide a substitute GTTP compliant Tug with similar or better specification in sea worthy & efficient condition. The substitute Tug should be in possession of all necessary valid certificates & Class certification from IRS / any other classification society as approved & notified by the SSC (GTTP) along with GTTP Compliance certificate as per the provisions of ASTDS-GTTP SOP. The contractor should diligently take efforts to deploy the substitute tug at the earliest.
- ii. Further, if the substitute ASTDS GTTP tug which are deployed by the contractor is not Indian built, same shall be required to operate for a maximum period of 90 days only from the date & time substitute tug are deployed and failure to deploy the originally offered tug within 90 days, the contract is liable to be terminated at the discretion of DPA. However, if the substitute GTTP compliant Tug offered is Indian built (similar or better specifications) and initially supplied GTTP Tug is beyond repair as per undertaking submitted by the contractor, the substitute Tug may continue for remaining currency period of contract. IRS visits and all the certification as required in this tender shall be the responsibility of the contractor at his own cost.

7.4 If the Contractor fails to provide the substitute tug as per clause no. 7.3 above after 45 days' contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidences. However, the Chairperson

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DPA may consider for further extension on viable justification submitted by the contractor on extra ordinary circumstances.

7.5 Non-compliance with respective External FiFi class with foam compound will attract penalty as follows: -

Maintenance period of 12 days in a contract per year shall also be provided separately for FiFi system, similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

7.6 Non-compliance with Oil Spill Response Equipments will attract penalty as follows: -

Maintenance period of 12 days in a contract per year shall also be provided separately for Oil Spill equipments similar to downtime for Tug, after 12 days, for 1st 15 days a penalty of 3% per day of the daily hire rate shall be levied. From 16 to till rectification penalty of 5% per day of daily hire rate shall be levied.

**Note:** In case of non-operational of complete Tug, penalty will be imposed as mentioned under 7.1 to 7.3 and so in that case separate penalty 7.5 & 7.6 shall not be applicable.

## **8) Online Vessel Performance Monitoring System (VPMS) :-**

- i) VPMS shall take the data feed directly from the Green Tug Systems through appropriate API's developed for this purpose. The VPMS shall be successfully demonstrated to the satisfaction of the port before the delivery of the Green Tug.
- ii) This system shall be independent of all automation & control systems on board the vessel. This system will be used to collect all the vessel operational parameters for monitoring the vessel performance and operations. This system shall interface to following equipment but not limited to:
  1. GPS – Position & Time details
  2. Speed Log – speed parameter
  3. Battery Management System – Discharge power, State of Charge for the batteries
  4. Diesel Generator – Running Status, power, Fuel consumption details
  5. Propulsion System – power
- iii) Above parameters can be obtained from individual equipment or integrated automation systems existing on board the vessel. All the parameters need to be recorded with common time stamp preferably the GPS time for analysis. The system shall be capable of storing at least 30 days data.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

A18. Section-5 of Tender No. CME/Mech.Division/1548/ GTTPtugs/2024 has been amended and shall be read as below:

## **SECTION-5**

### **1) RIGHT TO ACCEPT OR REJECT ANY BID:**

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

### **2) DETERMINATION OF RESPONSIVENESS & NON-RESPONSIVENESS:**

#### (a) RESPONSIVENESS CHECKLIST

The bid 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 DPA in this regard shall be final.

<b>S.No</b>	<b>Description</b>
1	Bid Submitted through E-Procurement.
2	Bid Form (Tender form) Form mentioned in Section 6
3	Bid Security Declaration Form mentioned in Section 6
4	Integrity Pact Form mentioned in Section 6
5	Profile of the bidder Form mentioned in Section 6
6	Pre-qualification criteria Documents with supporting documents. Form at Section -6
7	Power of Attorney and other applicable Form mentioned in Section 6
8	Technical Specification form filled Form mentioned in Section 6
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 no litigation
15	BOQ should be in INR in N-procure portal only

#### (b) NON-RESPONSIVE

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

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

### **3) CONFIDENTIALITY:**

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

### **4) NOTIFICATION OF AWARD AND DELIVERY:**

- i. Prior to the expiry of bid validity period prescribed in the bid, DPA 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 DPA will pay to the contractor in consideration of the execution of the contract by the bidder.
- ii. The tug have to be placed at disposal of DPA for shipping operations positively within 3 days after availability of tug at DPA and grant of permission by DPA. The contractor shall ensure that the tug are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green Tug Transition Program.
- iii. Upon the receipt of Letter of Acceptance of the contract, the successful bidders shall prepare the Charter Party Agreement included in the Bid Document mentioned in Section-6 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

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to DPA, duly executed on stamp paper for appropriate value within 14 days from the date of receipt of Letter of Acceptance. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to DPA.

- iv. 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.
- v. No correspondence will be entertained from the unsuccessful bidders.

## **5) PERFORMANCE GUARANTEE:**

- i. The successful Bidder(s) shall sign the Agreement within 14 days from the date of receipt of Letter of Acceptance by the successful Bidder. The successful Bidder shall furnish the Security deposit, shall consist of two parts: (a) Performance Guarantee to be submitted after issue of LOA, and (b) Retention money to be recovered from Running Bills. Security deposit shall be 10% of the contract price, of which 5% of the accepted tender annual value for the entire period of the contract total of 17 years i.e. up to 02 years (mobilization period) + 15 Years of (charter period) prior in the form of Bank Guarantee (BG) or FDR or Digital transfer with claim period of twelve months before signing the agreement. The Bank Guarantee shall be furnished in the format enclosed as Section -6 (Form-8).
- ii. The Performance Guarantee shall be submitted by the successful bidder in Online Digital Transfer or FDR or in form of Bank Guarantee issued from Nationalized/ Scheduled bank (except co-operative banks), having its branch at Gandhidham, within 21 days on receipt of Letter of Acceptance and balance 5% to be recovered as Retention Money from Running Bills. Recovery of 5% Retention Money to commence from the First RA Bill onwards @ 5% of the Bill Value from each Bill. Retention money shall be refunded at end of every year with release of first RA bill of subsequent year.
- iii. Successful Bidder has to submit the Performance security within 21 days of receipt of Letter of Acceptance (LOA), failing which the work will not be awarded and the Bid Security i.e., EMD will be forfeited.
- iv. The Performance BG shall be released within three months after completion of the contract period, deducting the recovery of any claim of DPA. The Port Authority will also be at liberty to deduct from performance guarantee or from any sums of money due or that may become due under any contract with the contractor that may become due to the employer. This is without prejudice to the rights of the employer under the terms of the contract. The Bank Guarantee is required to be dispatched by the issuing bank directly to The Employer by Registered AD Post.
- v. Failure of the Successful Bidder to comply with the requirements as mentioned above shall constitute sufficient grounds for cancellation of the award of work and forfeiture of bid security i.e. EMD.
- vi. The Bank Guarantee is required to be dispatched by the issuing bank directly to "The Employer" by Registered AD Post.
- vii. The bank guarantee towards performance guarantee cum security deposit will be accepted in the form of bank guarantee from any nationalized bank / scheduled bank (except Co-operative Bank) having its branch at Gandhidham.

- viii. The Port Authority may at their option forfeit the Performance Guarantee cum Security Deposit if the contractor fails to carry out the work or perform or observe the conditions of contract.
- ix. In case of submission of fraudulent documents with regard to Bank Guarantee against Performance Security by the Bidder shall be treated as major violation of the Tender procedure and in such cases, Blacklisting the contractor for the next three years.
- x. If applicable, the documentary evidence (copy of paid Challan in Govt. Treasury) of Welfare cess @1% of work done or as amended by Statutory Authority from time to time, paid on final bill shall be submitted before releasing the Performance Guarantee.

## **6) COMPLIANCE WITH STATUTORY REQUIREMENTS:**

- 6.1 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 DPA 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.
- 6.2 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 DPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the DPA 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 DPA is required or called upon to pay or reimburse on behalf of the Contractor from contractor's bills or Security Deposits.
- 6.3 The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc. The contractor to submit the copies of such certificates to DPA and produce the originals for verification as required.
- 6.4 The Contractor shall comply in all respects, with all statutes and regulations as may be necessary, including clearance from State/Central govt. authorities, Pollution Control Boards, labour enforcement and local authorities. The Contractor shall, at all times during the continuance of the contract, so far as it may be necessary, comply with all the existing enactments including Central and State legislation as well as any by-laws of any local authorities regarding labour, particularly the Minimum wages Act, Factories Act, Workmen's Compensation Act, Employees' Provident Fund and Family Pension Fund Act, Employees' State Insurance Act, Contract Labour (Regulation and Abolition) Act, Payment of Wages Act, Maternity Benefit Act, National and Festival Holidays Act, Shop and Establishment Act, The Apprentice Act and keep DPA indemnified against any loss or claim arising out of contravention of the provisions of the above said enactments by the Contractor. The price quoted by the Contractor in the Bill of Quantity shall be deemed to include all expenses whatsoever the

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Contractor may be required to incur for the compliance with the provisions of the above said legislation. The Contractor shall make necessary arrangements for DPA to witness the payment made by the Contractor to his staff and labour.

## **7) MAINTENANCE AND OPERATION:**

- 7.1 The contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Engineer-In-charge / Nodal Officer 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 and when deemed necessary
- 7.2 The tug shall during the charter period be for all-purpose at the disposal of Engineer-In-charge / Nodal Officer 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.
- 7.3 Engineer-In-charge / Nodal Officer shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent basis. Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be 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.
- 7.4 The tug should have a set of competent and qualified Crew and as per MS Act manning requirement, enable to proceed to nearby neighbouring port without changing manning pattern.
- 7.5 The tug in-charge/officer shall execute Engineer-In-charge / Nodal Officer'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 Engineer-In-charge / Nodal Officer except as regards employment, agency or other arrangements. In case Engineer-In-charge / Nodal Officer incurs any expenditure with regard to any unlawful action by crew members or any personnel of contractor the same will be deducted from contractor's account.
- 7.6 Engineer-In-charge / Nodal Officer 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 Engineer-In-charge / Nodal Officer.
- 7.7 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 Engineer-In-charge / Nodal Officer. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing DPA's scale of rates.
- 7.8 In case any damage is caused to the shore charging cable by the contractor, the same shall be replaced by the contractor at his own expense. In case Engineer-In-charge / Nodal Officer incurs expenditure due to non-replacement of the charging cable damaged by the contractor, the equivalent amount along with penalty shall be

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deducted from the bill of the contractor. Non availability of tug caused from such damages to the shore charging cable by the contractor, will attract penalty on the daily charter rate as indicated in the tender document.

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

**8) FACILITIES PROVIDED BY THE PORT:**

- 8.1 DPA shall provide AC shore power at jetty of 690 V, 50 Hz, 3 Phase for charging the on-board propulsion batteries free of cost. However, a separate meter of suitable capacity shall be installed by the contractor at his own cost for monitoring & record of Electrical consumption.
- 8.2 DPA shall provide LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Tug for the operation of the diesel generator of the Tug at DPA own cost.
- 8.3 DPA shall provide berth/jetty free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied. Fresh water if available will be supplied on payment basis as per the Scale of Rates.
- 8.4 The shore power for Hotel load and Propulsion Battery charging for Tug shall be provided by DPA free of cost at the jetty near to parking place of Tug, while on hire contract. However, if the shore power supply infrastructure is damaged due to mishandling including operations by the contractor, the same shall be repaired/ replaced by the contractor at his own expense. In case of non-compliance of such repairs/ replacement, the same shall be rectified by DPA and cost thereof along with penalty & supervisory charged (as per DPA norms) shall be deducted from the bills/Security Deposit of the contractor.
- 8.5 Contractor should exercise diligence in consumption of power provided free of cost by DPA.
- 8.6 Administrative support only, for obtaining clearance from any statutory authority, if any, shall be provided by the employer.
- 8.7 The employer may provide Port Quarters at Kandla on payment of applicable tariff, water & electricity charges of the employer subject to availability, during the tenure of contract. Any nuisance, non-sober behaviour, intoxication etc. in the port quarter shall be liable for cancellation of the same.
- 8.8 Assisting for issue of port entry passes to the staff engaged by the contractor and their vehicles during the period of contract.
- 8.9 On successful completion of all the obligations under the contract and on the request of the Contractor, the employer shall issue a Completion Certificate. However, during contract period, contractor requests for satisfactory performance certificate for the successful completed period with details, same may be issued by DPA on merit.
- 8.10 The contractor shall confirm in all respects with the provisions of any such stature, ordinance or law as aforesaid and the regulations or bye laws of any local or other duly constituted authority which may be applicable to the work or to any temporary work and with such rules and regulations of public bodies and companies as aforesaid and shall keep the Board indemnified against all penalties and liability of every kind for breach of any such statute, ordinance or law, regulations or bye laws.

**9) ASSIGNMENT AND SUBLETTING:**

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The Contractor shall not sub-let the contract or any part thereof without the written permission of the DPA 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 DPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub-letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet and is not allowed.

## **10) CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:**

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

## **11) RATES, AMOUNTS & TAXES:**

### **11.1 CHARTERED RATE**

The Bidder shall quote the Charter rate per day of 24 hrs tug in Indian Currency only in the format given as 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 Sub-clause (b)-4 under Clause No. 2 of Section-5 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 0700 hrs. to 0700hrs of the following day.

### **11.2 CHARTERED AMOUNT**

- i. The daily hire rate amount quoted by the Bidder in column of in 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 all the operational costs at DPA required for successful execution of contract.
- ii. DPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing, LSHF HSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) for DG set to the Bidder for the operation of the Tug. DPA shall also provide 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.

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However, the contractor shall take written permission from DPA and shall erect necessary electrical accessories, KWH Meter, breakers, and cables at his own cost for availing shore connection for hotel load and propulsion battery charging load, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be tested periodically & in possession of valid certificates at all times.

- iii. Any changes in basic price/rate and taxes & duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.
- iv. During the break down period which exceeds the available down time period and additional extension granted by DPA, berth hire & port dues shall not be levied. Whereas, power & fuel cost shall be charged on the tug as per actual, up to the extension period granted by DPA or till termination of the contract. At the time of the end of the contract additional 5 days shall be provided, wherein, berth hire & port dues shall not be levied, whereas, power & fuel cost would be charged on the tug as per actual. After 5 days all applicable charges shall be levied as per prevailing DPA's scale of Rates till Tug departed from DPA.
- v. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of DPA's Representative and if proved guilty of non-performance, the payment terms shall be as below:
  - a) Bollard Pull less by 5% of required capacity: 90 % of daily hire charges.
  - b) Bollard Pull less between 5% - 10 % of required capacity : 80 % of daily hire charges
  - c) Bollard Pull less by 10% of required capacity : DPA has option to reject the Tug and shall be considered as non-operational.

### **11.3 TAXES**

- i. 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 DPA
- ii. The basic charter rates/Rate per day shall be inclusive of all existing taxes and duties, except GST. The GST will be paid separately as admissible under GST Act. However, party is supposed to comply with return to be filed with GST Authority as per GST Act. The rates are to be quoted in Indian Rupees only. The payment of the monthly bill will be made after submission by the contractor of the bill in triplicate duly certified. Income tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The party will be allowed payment of only one bill in a month. The payment will be made in Indian Currency only. TDS on GST shall applicable too.

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- iii. DPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable.
  - iv. Contractor/ Service provided/supplier etc. has to ensure timely and proper filing of GSTR I so that Deendayal Port Authority can avail tax input tax credit in timely manner. In case DPA NOT ALLOWED INPUT TAX CREDIT due to failure on the part of the contractor/service provider/supplier etc. it will financial loss to the DPA and therefore the same shall be recovered from the payment/deposit of the contractor/service provider/supplier

## **12) PERIOD OF CONTRACT:**

Period of Contract is 15 (Fifteen) years. Extension if any (up to 02 years) at sole discretion of DPA at same Charter rates, terms and conditions subject to satisfactory performance. The mobilization period will be within 24 Months from the date of receipt by the contractor, of the Letter of Acceptance issued by DPA.

## **13) PAYMENT TERMS:**

- 13.1 DPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement. The contractor will submit the bill in triplicate in the 1st week of following month for payment.
- 13.2 Hire Rate of Tug per month = (Daily Charter hire Rate per day as per column 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).
- 13.3 In case of recoveries like penalties, or any dues to the DPA 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.
- 13.4 The contractor shall submit the monthly tax invoice. The tax invoice for each month shall be submitted by the contractor within 7 days from the end of the calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 30 days from the date of submission of invoice in all respects to Engineer-In-charge / Nodal Officer subject to compliance of all term's conditions. Engineer-In-charge / Nodal Officer will ensure to make the payment within the stipulated time. In case of any need for any clarification, Engineer-In-charge / Nodal Officer shall make the payment after seeking clarification and satisfactory clarification being submitted by the contractor. Contractor is not eligible to claim any compensation or interest for delayed payment. Engineer-In-charge / Nodal Officer may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.
- 13.5 All payments shall be made in Indian rupees unless specifically mentioned.

### **NOTE:**

The payment shall be made through RTGS /NEFT and the Contractor should be furnished following details: -

Bank Payment Agreement Form

- a. Name of Party
- b. Account No.

- c. Branch Name
- d. Branch Station
- e. IFSC code of the bank
- f. MICR code
- g. Accepted for : - NEFT payment or RTGS payment Declaration by the party

I/We hereby declare that the above information furnished by me is correct and DPA is requested to pay my / our dues to this account for this work is concerned.

Signature of the party with the seal  
Declaration by the bank

It is hereby informed that the details mentioned by the party is correct as per our records and any payment made by DPA to this account will be accepted either by RTGS/NEFT.

Signature of the bank manager with the seal.

- 13.6 No Advance payment will be made.
- 13.7 The Engineer-in-charge will be entitled to deduct or adjust any sum of money payable by the contractor to DPA under the terms of any contract executed by him or on behalf from their security deposit or from any sum that may become due from the present contract.
- 13.8 The contractor shall note that no interest be payable by the Employer for any Delayed Payments unless otherwise stipulated in tender.
- 13.9 The tenderer has to quote the rate in terms of daily hire charges as per the format of "Schedule of Prices". The rates are to be quoted in Indian rupee only. The payment of the monthly bill will be made within 30 working days after submission by the contractor of the bill in duly certified by Engineer-in-charge / Nodal Officer. Income Tax at applicable rates and surcharge thereon will be deducted from the monthly bill. The payment will be made in Indian currency only.
- 13.10 The contract will commence and terminate at the Port of Deendayal Port Authority.
- 13.11 **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.

Sr. no.	Particulars of Bank Account	Details
1	Bank Name	
2	Branch name & address	

3	Phone No.	
4	Type of account	
5	Account number	
6	Nine-digit MICR Code number	
7	IFSC Code	
8	GST Number	
9	PAN Number	

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

**14) INCOME TAX DEDUCTION:**

- 14.1 The deduction of taxes at source if any shall be made by DPA and deposited with the tax authorities and required certificate to this effect shall be issued to the Contractor.
- 14.2 Deduction of Income Tax shall be made from any amount payable to the Contractor as per the relevant provisions of the Income Tax Act.
- 14.3 Any new taxes, duties other than the existing taxes and duties imposed by the Government, after opening of the Technical Bid will be reimbursed by the Port on production of documentary evidence and actual payments.

**15) 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 DPA. The Contractor shall also take insurance against damages to DPA /3rd party property, P&I insurance for tug and personnel on duty. The Contractor to submit proof of payment of insurance premium to the Engineer-In-charge / Nodal Officer 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. During the charter period the tug shall be kept insured by Contractors at his expenses, against Marine Hull and Machinery and War Risk. DPA shall not be liable for any recovery or subrogation against contractors on account of loss of or any damage to the tug or her machinery or appurtenances covered by such insurance or on account of payment made to discharge claims against or liabilities of the tug. In the event of any act or negligence on the part of the Contractor which may vitiate any claim under the insurance herein provided, the contractor shall indemnify DPA against all claims and demands which would otherwise have been covered by such insurance.

**16) LIEN:**

DPA 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 DPA to the Contractor either alone or jointly

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with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between DPA and the Contractor.

**17) INDEMNITY:**

- 17.1 Contract shall indemnify DPA and every member, worker and employee of DPA 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 DPA for or in respect of or arising out of any failure by Contractor in the performance of the obligations under the Contract shall not be liable for or in respect of any damages or compensation payable by law in respect of or in consequence of any accident or injury to any workmen or other person in the employment of Contractor of his Sub-Contractor and Contractor shall indemnify and keep indemnified against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.
- 17.2 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 DPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.
- 17.3 No official or employee of DPA shall in any way be personally bound or liable for acts or obligation under the contract or answerable for any default or omission in the observance or performance of any of the acts, matters or things which are herein contained.

**18) FORCE MAJEURE:**

- 18.1 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.
- 18.2 "The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war".
- 18.3 Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within Twenty-four hours (24 hours) of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.
- 18.4 Time for performance of the relative obligation suspended by the force majeure shall then stand extended by the period of which such cause lasts.

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- 18.5 To meet any force majeure or extra ordinary situations wherein temporary substitution for ASTDS-GTTP Tug could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the contractor shall approach DPA to obtain specific clearance from SSC- GTTP, laying out the reasons for non -compliance, tenure of deployment and shall submit valid documentary evidences thereof
- 18.6 The contractor shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to be extent that its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.
- 18.7 For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Contractor, Such events may include, but not be limited to, acts of the Employer in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
- 18.8 If a Force Majeure situation arises, the Contractor shall promptly notify the Employer in writing of such condition and the cause thereof. Unless otherwise directed by the Employer in writing, the Contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

## **19) TERMINATION:**

The Contract can be terminated under the following cases:

- 19.1 DPA reserves the right to terminate the contract as mentioned in Penalty Clause of the General Conditions of Contract.
- 19.2 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 by DPA.
- 19.3 The Contractor fails to fulfil the statutory requirements and other conditions as indicated in the Tender Document for operation of the Tug.
- 19.4 When the Bollard Pull of the Tug falls below norms set in scope of work.
- 19.5 In case of indiscipline of the crew of the tug or refusal to carry out the orders of Engineer-In-charge / Nodal Officer or his/her authorized representative(s).
- 19.6 During the pre-acceptance trail or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.
- 19.7 In case the contract is terminated for any of the above reasons, the performance guarantee submitted by the contractor shall be forfeited.
- 19.8 The Board may, without any prejudice to any other remedy for breach of contract by written notice of default sent to the Contractor, terminate the contract in whole or in part:
- (i) if the Contractor fails to execute the work within the period as specified in the contract or any extension granted by the Board;
  - (ii) if the Contractor fails to perform any other obligation under the contract

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and if the contractor does not cure the same after receipt of a notice of default, the nature of default as well as the time within which the default has to be cured by the Contractor.

- 19.9 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 19.10 In the event of Board's termination of the contract in whole or in part, the Board may execute the remaining work or procure goods similar to those undelivered by the Contractor and the Contractor shall remain liable to the Board for any excess cost for such works or goods and risks, if any.
- 19.11 The Board will pay the Contractor, for all the items that are completed, and ready for delivery, within 30 days after termination. The payment shall be made only after all the afore-mentioned goods are supplied to and accepted by Deendayal Port Authority. The amount so decided by the Engineer-in-Charge in this regard shall be final and binding.
- 19.12 In case of termination of contract for default by the Contractor, the Board may not permit the Contractor to participate in any of the future tender of Deendayal Port Authority for a period decided by DPA.
- 19.13 The employer may terminate the contract if Contractor causes a fundamental breach of the contract.
- (a) The contractor stops work for 28 days and the stoppage has not been authorized by the Engineer-in-Charge or his nominee.
  - (b) The contractor becomes bankrupt.
  - (c) The contractor has delayed the completion of works by the number of days for which the maximum amount of liquidated damages can be paid as defined in the contract data and
  - (d) If the contractor, in the judgment of the employer has engaged in corrupt or fraudulent practices in competing for or in the executing the contract.
  - (e) For the purpose of this paragraph: "corrupt practice" means the offering, giving receiving or soliciting of anything of value to influence the action or public officials in the procurement process or in contract execution. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the employer, and includes collusive practice. Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the employer of the benefits of free and open competition".
  - (f) If the contract is terminated the Contractor shall stop work immediately, make the site safe and secure and leave the site as soon as reasonably possible.
  - (g) Any material lying at site will not be removed without the prior written permission of Engineer in Charge.

## **20) CHANGES IN CONSTITUTION:**

Any change in constitution of either party at any time after this tender shall not

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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.

## **21) CANCELLATION OF CONTRACT / PERFORMANCE GUARANTEE FORFEITURE:**

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

## **22) FORECLOSURE:**

DPA 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 power (**except sub-clause no. (v) under Clause no. 11.2 of Section-5**). DPA 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.

## **23) DISPUTE RESOLUTION AND ARBITRATION:**

- 23.1 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 Chairperson, DPA 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.
- 23.2 The contract shall be subject exclusively to the laws of India. Subject to the aforementioned clause, the Courts at Gandhidham 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 Gandhidham, and the arbitration proceedings shall be conducted in English.
- 23.3 The parties agree that the Arbitration pursuant to the section 5 Clause 24 Sub

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- Clauses 1 and 2 aforementioned shall be "fast track arbitration" and undertake that the parties shall share the expenses thereof in equal proportion.
- 23.4 The Board and the Contractor shall make every effort to resolve amicably by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation between the Board and the Contractor, the parties shall refer their present and future disputes relating to the contract itself or arising out of or concerning or in connection with or in consequence of the contract to the Chairperson, DPA whose decision shall be final and binding on both the parties. The contract shall be governed by the Indian Contract Act, 1872.
- 23.5 Jurisdiction of Courts: All such disputes, which could not be settled at the intervention of Chairperson, DPA, shall be subjected to the jurisdiction of the courts at Gandhidham.

## **24 ARBITRATION:**

- i. The Arbitration Award may be referred to a Conciliation Committees/ Councils comprising of independent subject expert in order to ensure speedy disposal of the case, as per Conciliation Act.
- ii. The award of the Conciliation Committee/ Council if agreed by both the sides may then be placed for consideration of the Board of Authorities of the Port subject to the delegation of power.
- iii. Except where otherwise provided in the contract, all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions herein before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or any other thing whatsoever, in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders, or to the conditions or otherwise concerning the work or regarding the execution or failure to execute the same whether arising during the progress of the work or after the completion thereof as described hereinafter shall be referred to the Chairperson for sole arbitration by himself or by any officer appointed by him.
- iv. It will be no objection to any such appointment that the arbitrator is an employee of the Board or the Government, that he had to deal with the matters to which the contract relates and that in the course of his duties as an employee of the Board of the Government, he had expressed views on all or any of the matters in dispute or of difference.
- v. The arbitrator, who has been dealing with the arbitration case, being transferred or vacating his office or in the event of his death or being unable to act for any reason, the Chairperson then holding the office shall arbitrate
- vi. himself or appoint any officer to act as arbitrator.
- vii. It is also a term of this contract that no person other than the Chairperson himself for any officer appointed by him shall act as arbitrator.
- viii. It is a term of this contract that only such questions and disputes as were raised during the progress of other work till its completion and not thereafter shall be referred to arbitration. However, this would not apply to the questions and disputes relating to liabilities of the parties during the guarantee period after completion of the work.

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- ix. It is a term of the contract that the party invoking arbitration shall give a list of disputes with amount of claim in respect of each said disputes along with the notice seeking appointment of arbitrator.
  - x. It is also a term of the contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims/disputes in writing, as aforesaid, within 120 days of receiving the intimation from the Engineer –in- charge that the final bill is ready for payment, the claim of the Contractor shall be deemed to have been waived and absolutely barred and the Port Authorities shall be discharged and released of all liabilities under the contract in respect of these claims.
  - xi. It is also a term of the contract that the arbitrator shall adjudicate only such disputes/claims as referred to him by the appointing authority and give separate award against each dispute/claim referred to him. The arbitrator will be bound to give claim wise detail and speaking award and it should be supported by reasoning.
  - xii. The award of the arbitrator shall be final, conclusive and binding on all the parties to Contractor.
  - xiii. The arbitrators from time to time, with the consent of both the parties, enlarge the time for making & publishing the award.
  - xiv. Arbitration shall be conducted in accordance with the provisions of Indian Arbitration Act, 1996 or any statutory modifications or e-enactment thereof and rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
  - xv. It is also a term of the contract that if any fees are payable to the arbitrator, this shall be paid equally by both the parties.
  - xvi. It is also a term of a contract that the arbitration shall be deemed to have been entered on the reference on the date he issues the first notice to both the parties calling them to submit their statement of claims and counter statement of claims.
  - xvii. Venue of the arbitration shall be such place as may be fixed by the arbitrator at his sole discretion.

## **25 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 DPA) and / or the Contractor's personnel by wilful, wanton, intentional, acts or omissions or gross negligence which cause or 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.

## **26 CERTIFICATES:**

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

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## **27 MANNING:**

- 27.1 The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations and manned to perform coastal voyage to neighbouring 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
- 27.2 The crew must have valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to Engineer-In-charge / Nodal Officer and produce the originals for verification as required also when crew change, their COC should be submitted to Engineer-In-charge / Nodal Officer.
- 27.3 The contractor shall at his own expenses provide all safety gears for all the employees engaged during the work.
- 27.4 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 neighbouring port (without changing manning pattern of the Tug as prescribed by authority of DPA or any other work authorized by Engineer-In-charge / Nodal Officer or his/her representatives.
- 27.5 The successful Bidder is required to operate the tug in accordance with the class requirements and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guidelines issued by DG (Shipping) for performing coastal voyages at all times while on contract with DPA. 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.
- 27.6 The Contractor is required to man the tug at all times for coastal voyages including nearby/neighbouring ports with valid crew certificate COC/CDC/SID/PASSPORT AND GOC for radio Officer as per MS Act.
- 27.7 The bidder shall provide adequate manpower as per MS act & Manning for performing the coastal voyage at all times during the currency of contract.
- 27.8 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 Engineer-In-charge / Nodal Officer and produce the originals for verification as required.
- 27.9 The contractor shall make repatriation for crew members from/ to their home town during Sign on/ off as the case may be.
- 27.10 The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at DPA site over and above crew for total period of the contract. Insurance benefits should cover for all the employees when at site and offsite also. Adequate insurance cover for the shore personnel deployed to be taken by the contractor.
- 27.11 During the currency of contract P&I certificate for crew to be kept valid at all time for the crew related claims. In case of non-compliance, DPA has the right to pay such claims and recover from the monthly tax invoice.

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- 27.12 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.
- 27.13 The contractor should comply all rules and regulations as per state/central/labour act as on date.

**28 CHANGE OF CREW:**

The bidder shall bring to the notice of Engineer-In-charge / Nodal Officer during the change of deployed crew. All required certificates should be submitted.

**29 MAINTENANCE OF CLASS:**

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

**30 CONTRACT AGREEMENT:**

The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 300/- as per DPA format for the due and proper fulfilment of contract within 14 days from the date of receipt of letter of Acceptance (LOA) by the contractor. 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 DPA and the Contractor. The Bidder in consideration of payments to be made to him shall execute the contract agreement as described in the tender including any amendments or additions or alterations or changes thereto.

**31 ACCESS TO PORT AREA:**

For the R.F.I.D. / gate entry passes for inspection for the purpose of making the offer or for the execution of work for successful bidder, the bidder shall contact Engineer-In-charge or his representative of CME Department. The gate entry pass may be on chargeable basis as per Port's Scale of Rates. 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. No crew members should leave the craft without permission of DPA.

**32 BREAKDOWN MAINTENANCE:**

- 32.1 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

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- 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
- 32.2 The contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of 12 days a year. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when replacement/substitute tug is not made available for operation, the Penalty Clause and/or Termination Clause shall be applicable.
- 32.3 The designated Officer (Flotilla Superintendent) to look after the Operation of the Chartered tug nominated by the Dy. Conservator shall maintain the records relating to Breakdown tug Operation, BP, Fuel oil (LSHF HSD) issued and consumed, shore power charging utilized, running hours, Maintenance Period and other statutory information designated officer shall scrutinize the logbook and shall certify the details of the Operation including Breakdown and Maintenance of the tug, Fuel oil consumption and send monthly report to Engineer-In-charge / Nodal Officer.

### **33) FIRM CONTRACT PRICE:**

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

### **34) TRAINING:**

- 34.1 The crew needs to attend training and in drills conducted by DPA /other authorities 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.
- 34.2 Also, the contractor should impact periodical training to all crew and shore personnel and the training records may be submitted to DPA on quarterly basis.
- 34.3 As the tug is on long term charter with DPA, in case if port warrants internship training for students, the same to be imparted to the students as per DPA instruction.

### **35) VERACITY VERIFICATION:**

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

### **36) SUBSTITUTE TUG PROVISION:**

- 36.1 In case the successful bidder is not able to provide required ASTDS-GTTP tug within 24 months of delivery period, then the contractor may be exercise option of

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offering alternate similar specification battery electric tug meeting the operational requirements of DPA well in advance to avoid penalty (Clause 6.3 of Section 4), on the condition that the tug initially offered shall be substituted with an Indian Built Tug as per the ASTDS-GTTP not later than 90 days from the date of commencement of the charter, failing which the penalty shall be imposed as per Clause 6.3 of Section 4. However, the Chairperson DPA may consider for further extension of delivery period on viable justification submitted by the contractor on extra ordinary circumstances.

- 36.2 In case of substitution of Tug offered by the contractor, same may be allowed by DPA only for similar or higher capacity ASTDS GTTP compliant Tug. If the Bollard Pull certificate is older than six months before the date of actual deployment of substitute Tug, new Bollard pull test certificate shall be submitted by the contractor at contractor's own cost towards it. Contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, as third party Survey at contractor's own cost. Trials of substitute Tug by IRS Surveyor shall be carried out in the presence of DPA 's Representative(s) at DPA with full manning crew. Survey report, inspection report and speed trial report by IRS or any other classification society approved by Standing Specification Committee for Green Tug Transition Program, shall be submitted to DPA for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at DPA and the Tug shall be under class throughout the contract period. After 7 days all applicable charges i.e. Port dues and other charges shall be levied as per prevailing DPA's scale of Rates till Tug accepted by DPA or departed from DPA.

### **37) Third Party Inspection:**

- 37.1 The Third-Party Inspection Agency shall be arranged by DPA and cost of Third-Party Inspection shall be borne by DPA.
- 37.2 The monthly payment shall be released after certifying by the third party for compliance of tender requirements and copy of the same shall be produced by Agency for releasing the monthly payment as per Payment Terms.
- 37.3 A joint survey with IRS Class (Marine) will be arranged by the contractor to be carried out at the DPA before the vessels are accepted, to assess their conditions, quantity (ROB) of bunkers on board etc. Similarly, an off hire survey will be carried out at DPA before the vessels are released to the Contractors from DPA by IRS. The cost of ROB at the time of on hire will be reimbursed to the contractor at the prevailing rates of IOCL. Similarly, the ROB at the time of off hire will be deducted from the contractor's bill at the prevailing rates of IOCL. The charges towards on hire and off hire survey by IRS shall be borne by the contractor during the entire period of contract.

**Sd./-**

**Signature & Seal  
of Contractor**

**Marine Engineer Grade -I  
Deendayal Port Authority**

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## SECTION 6

**A19. FORMS: Integrity Form-3 (Page-71 of tender document) has been replaced by latest Integrity pact as Form -3(A) as follows:**

FORM-3 (A)

(INTEGRITY PACT)

**SPECIMEN LETTER OF INTEGRITY PACT**

**(To be executed on Rs. 300/- non-judicial stamp paper)**

INTEGRITY PACT BETWEEN  
DEENDAYAL PORT AUTHORITY (DPA) hereinafter referred to as "The Principal"

AND

(Name of The bidders and consortium members) hereinafter referred to as "**The Bidder / Contractor**"

Preamble: The Principal intends to award, under laid down organizational procedures, contract(s) /concession(s) for Tender No. .... The Principal values full compliance with all relevant laws of the land rules, regulations, economic use of resources and of fairness / transparency in its relations with its Bidder(s) and / or Contractor(s).

In order to achieve these goals, the Principal will appoint Independent External Monitors (IEMs), who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

### Section 1 - Commitments of the Principal

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - (a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - (b) The Principal will, during the tender process treat all Bidder(s) with

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equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.

- (c) The Principal will exclude from the process all known prejudicial persons.
- (2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC / PC Act, or if there be a substantive suspicion in this regard, the principal will inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

## Section 2 - Commitments of the Bidder(s) / Contractor(s)

- (1) The Bidder(s) / Contractor(s) commits themselves to take all measures necessary to prevent corruption. The Bidder(s) / Contractor(s) commits themselves to observe the following principles during participation in the tender process and during the contract execution.
  - a. The Bidder(s) / Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in tender processor the execution of the contract or to any third person any material or other benefit, which he / she is not legally entitled to, in order to obtain in exchange of advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - b. The Bidder(s) / Contractor(s) will not enter with other Bidders 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.
  - c. The Bidder(s) / Contractor(s) will not commit any offence, under the relevant Prevention of Corruption Act / Indian Penal Code / PC Act; further the Bidder(s) / Contractor(s) 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.
  - d. The Bidder(s) / Contractor(s) of foreign origin shall disclose the name and address of the Agents / Representatives in India, if any. Similarly, the Bidder(s) / Contractor(s) of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" shall be disclosed by the Bidder(s) / Contractor(s). Further, as mentioned in the Guidelines all the payments made to Indian agent / representative have to be in Indian Rupees only.

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- e. The Bidder(s) / Contractor(s) will, when presenting their bid, disclose any and all payments made, is committed to or intends to make to agents, brokers or any other intermediaries, in connection with the award of the contract.
  - f. Bidder(s) / Contractor(s) who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.
- (2) The Bidder(s) / Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

### Section 3 - Disqualification from tender process and exclusion from future contracts.

If the Bidder(s) / Contractor(s), before award or during execution has committed a transgression through a violation of Section-2 above, or in any other form, such as to put their reliability or credibility in question, the Principal is entitled to disqualify the Bidder (s) / Contractor(s), from the tender process, or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings".

### Section 4 - Compensation for Damages

- (1) If the Principal has disqualified the Bidder(s), from the tender process prior to the award, according to Section 3, the Principal is entitled to demand and recover the damages equivalent to Earnest Money Deposit / Bid Security.
- (2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the Contractor, liquidated damages of the Contract Value or the amount equivalent to Security Deposit / Performance Bank Guarantee, whichever is higher.
- (3) The Bidder(s) agrees and undertakes to pay the said amounts, without protest or demur, subject only to condition that, if the Bidder(s) / Contractor(s) can prove and establish that the termination of the contract, after the contract award has caused no damage or less damage than the amount of the liquidated damages, the Bidder/Contractor shall compensate the principal, only to the extent of the damage in the amount proved.

### Section 5 - Previous transgression

- (1) The Bidder declares that, no previous transgressions occurred in the last three years with any other company in any country confirming to the anti-corruption approach or with any other Public Sector Enterprises in India, that could justify his exclusion from the tender process.
- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the tender process or action can be taken as per the procedure mentioned

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in "Guidelines on Banning of Business dealing".

#### Section 6 - Equal treatment of all Bidders / Contractors

- (1) In case of a Joint Venture, all the partners of the Joint Venture will enter into agreement with identical conditions as this on which all Bidders.
- (2) There is no provision of sub-contract in the tender, any violation of the same, Contractor shall be held solely responsible for the same.

#### Section 7 - Criminal charges against violating Bidders / Contractors

If the principal obtains knowledge of conduct of a Bidder or Contractor or of an employee, or a representative, or an associate of a Bidder or Contractor, which constitutes corruption, or if the Principal has substantive suspicion, in this regard, the Principal will inform the same to the Chief Vigilance Officer (CVO) and the CVO will take further necessary action as deemed fit in accordance with the CVC Manual.

#### Section 8 - External Independent Monitor

- (1) The Principal appoints competent and credible Independent External Monitor for this Pact after approval by Central Vigilance Commission. The task of the Monitor is to review independently and objectively, whether and to what extent the parties comply with the obligations under this agreement.
- (2) The Monitor is not subject to instructions by the representative of the parties and performs his / her functions neutrally and independently. The Monitor would have access to all Contact documents, whenever required. It will be obligatory for him / her to treat the information and documents of the Bidders / Contractors as confidential. He / she reports to the Chairperson of the Board of the Principal.
- (3) The Bidder(s) / 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 Contractor. The Bidder / Contractor will also grant the Monitor, upon his / her request and demonstration of a valid interest, unrestricted and unconditional access to the project documentation. The Monitor is under contractual obligation, to treat the information and documents of the Bidder / Contractor with confidentiality.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder(s) / Contractor(s) with confidentiality. The Monitor has also signed declaration on "Non Disclosure of Confidential Information" and of "Absence of Conflict of Interest". In case of any conflict of interest arising at a later date, the IEM shall inform Chairman, DPA and recues himself / herself from that case

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- (5) The Principal 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 Bidder /Contractor. The parties offer to the Monitor the option to participate in such meetings.
  - (6) As soon as the Monitor notices, or believes to notice, a violation of this agreement, he/ she will so inform the Management of the Principal and request the management to discontinue, or take corrective 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.
  - (7) The Monitor will submit a written report to the Chairperson of the Board of the Principal, within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
  - (8) If the Monitor has reported to the Chairperson of the Board of the Principal, a substantiated suspicion of an offence under relevant IPC / PC Act and the Chairperson of the Board of the Principal has not, within reasonable time taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.
  - (9) The word "Monitor" would include both singular and plural.

#### Section 9 - Pact Duration

- 9.1** This Pact shall be operative from the date of signing of IP by both the parties till the final completion of contract of successful bidder and for all other bidders six months after the contract has been awarded. Issues like warranty, guarantee, etc. should be outside the purview of IEMs.
- 9.2** If any claim is made/lodged during this time, the same shall be binding and continueto be valid despite the lapses of this pact, as specified above unless it is discharged/determine by the Chairperson of DPA.

#### Section 10 - Other Provisions

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Gandhidham, Gujarat.
- (2) Changes and supplements as well as termination notices need to be made in writing. Side agreements have not been made.
- (3) If the Bidder / Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

- (4) Should one or several provisions of this agreement, turn out to be invalid, the remainder of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- (5) Issues like Warranty / Guarantee etc. shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Annexure, the Clause in the Integrity Pact will prevail.



समुद्री अभियंता श्रेणी-१  
दीनदय्याल पोर्ट प्राधिकरण  
Marine Engineer Gr-I  
Deendayal Port Authority

(For & on behalf of the Principal)  
(Office Seal)

(For & on behalf of the Bidder/Contractor)  
(Office Seal)

Place : Gandhidham

Date : \_\_\_/\_\_\_/20

Signature of Witness  
(Sign, Name & Address)

ASST. ENGINEER (M),  
SUB DIVISIONAL OFFICER  
DEENDAYAL PORT AUTHORITY

Signature of Witness  
(Sign, Name & Address)

Note :- The bidder has to execute Integrity Pact agreement with DEENDAYAL PORT AUTHORITY (As per NIT) and Shri Amiya Kumar Mohapatra, IFoS (Retd.) and Dr. Gopal Dhawan, Ex-CMD, MECL have been nominated by DPA as Independent External Monitors and whose address is as under:

(1) **Shri Amiya Kumar Mohapatra, IFoS (Retd.),**  
Qrs. No. 5/9, Unit-9, Bhoi Nagar,  
Bhubaneswar-751022.  
Mobile No. 9437002530  
[email: amiyaifs@gmail.com](mailto:amiyaifs@gmail.com)

(2) **Dr. Gopal Dhawan, Ex-CMD, MECL,**  
House No. 120, Jal Shakti Vihar  
(NHPC Society) P4, Builders Area,  
Greate Noida Gautam Budh Nagar,  
Utter Pradesh- 201315.  
Mobile No. 8007771467  
[email: gdhawangeologist@gmail.com](mailto:gdhawangeologist@gmail.com)

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**A20. FORM no. 24 and 25 added in the tender document shall be uploaded with the tender documents along with other Forms (duly signed and stamped):**

**Form- 24: Undertaking from Shipyard in India**

(To be given on Shipyard Letter Head)

Date:

To, \_\_\_\_\_  
\_\_\_\_\_

Sub: Undertaking from Shipyard

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_, hereby confirm and declare that,

- 1) The total work, including procurement, construction, deployment, and readiness for operation, would be completed within 24 months from the date of receipt of Letter of Acceptance by the contractor, issued by DPA.
- 2) The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
- 3) We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of work order.
- 4) After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognised classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I.
- 5) We are situated in India and have the experience of constructing at least 03 crafts of 500 Gross Tonnage and above over the past seven years ending 31st March of previous financial year.

Yours Faithfully,

(Signature of the Shipyard, with Official Seal)

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**Form- 25: Undertaking from ESS Integrator/ Provider**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Declaration for Undertaking from ESS Integrator/Provider

Tender Reference No: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

We, M/s \_\_\_\_\_, hereby confirm and declare that we have a pre submission tie-up with the bidder / shipyard M/s \_\_\_\_\_ for providing Energy Storage System (ESS) & Battery Management System for a GTTP Compliant Green Tug as per above mentioned tender reference no. of DPA requirements.

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

Yours Faithfully,

(Signature of the Bidder, with Official Seal)