PARADIP PORT AUTHORITY
MARINE DEPARTMENT

e-TENDER DOCUMENT FOR THE WORK

"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"

Office of the Deputy Conservator
Marine Department,
Paradip Port Authority,
Administrative Building, First Floor (Rear Wing),
Post: Paradip – 754 142, Dist: Jagatsinghpur (Odisha).
Contact No. +91 77890-33783
Email Id: dc@paradipport.gov.in

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PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WK/R-09/2025/**1152** Date: 14/09/2026

E-TENDER CALL NOTICE (E-TCN)

e-Tenders are invited in Single Stage Three Cover System on behalf of the Board of Paradip Port Authority from reputed and experienced Indian registered firm for the works as mentioned below through on-line bidding on the website https://eprocure.gov.in/eprocure/app having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA.

1. The bidders who want to participate:

(i) Should have GST Registration Certificate (Copy to be submitted on-line).

(ii) Should have income tax PAN. (copy to be submitted)

2. The bidders may submit bids for the following works:

Description of work	Estimated Cost of work (Rs.)	Earnest Money Deposit(Rs.)	Tender fee (Rs.)	Completion Period
1	**2**	**3**	**4**	**5**
Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority.	Total Estimated cost including Hire Charges& Fuel: Rs.140,00,49,552/- excluding GST Estimated cost put to Tender towards Hire Charges only Rs.88,53,40,794/- excluding GST	**1,77,06,816/-**	**Rs.10,000/- + 18% GST = Rs.11,800/-** (Non-refundable)	07 Years

N.B.:

The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate in the first cover.

3. TIME SCHEDULE OF TENDER:

Sl. No.	Particulars	Date	Time
1.	Tender e-Publication date	**14/09/2026**	**17:00 Hrs.**
2.	(a) Document download start date	**14/09/2026**	**17:30 Hrs.**
	(b) Document download end date	**22/10/2026**	**15:30 Hrs.**
3.	(a) Bid Submission start date	**14/09/2026**	**17:30 Hrs.**
	(b) Pre-bid query start date	**14/09/2026**	**17:30 Hrs.**
	(c) Pre-bid query end date	**23/09/2026**	**15:00 Hrs.**
	(d) Pre-bid meeting date	**24/09/2026**	**15:00 Hrs.**
	(e) Pre-bid minutes upload	**30/09/2026**	**15:00 Hrs.**
	(f) Bid Submission end date	**22/10/2026**	**17:00 Hrs.**
4.	Tender Opening Date (Technical / Pre-qualification Bid)	**23/10/2026**	**11:30 Hrs.**

4. CONTRACT DATA

(A) GENERAL INFORMATIONS:

SL. No.	Item	Details
1.	Name of the work	Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority.
2.	Employer	Paradip Port Authority
3.	Employer's Representative	Deputy Conservator, Paradip Port Authority
4.	Controlling officer	Deputy Conservator, Paradip Port Authority
5.	Accepting Authority	Board of Paradip Port Authority
6.	Executing Authority	Harbour Master / Sr. ME, Paradip Port Authority.
7.	**Estimated Cost put to tender**	**Total estimated cost including Hire Charges & Fuel Rs.140,00,49,552/- excluding GST.** **Estimated cost put to Tender towards Hire Charges only Rs.88,53,40,794/- excluding GST.**

(B) BID INFORMATION:

8.	Completion period	07 Years
9.	Last Date & Time of submission	**Date: 22/10/2026 at 17:00 Hrs.**

	of Bid	
10.	Date of opening (Technical Bids)	**Date: 23/10/2026 at 11:30 Hrs.**
11.	**Tender Fee**	
	Amount	**Rs.10,000/- + 18% GST = Rs.11,800/-(Non Refundable)**
	To pay in the form of on-line through National Electronic Fund Transfer (NEFT)/Real Time Gross Settlement (RTGS) only in favour of PARADIP PORT AUTHORITY,	Account No. 0254104000169615 in favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposits of cost of tender fee along with other documents. OR The exemption towards submission of Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) on submission (uploading) of certificate in the first cover.
	Payable at	Paradip
12.	**Earnest Money Deposit (EMD)**	
	Amount	**Rs.1,77,06,816/-**
	Through NEFT / RTGS and A/c. details	Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposits of EMD along with other documents.

		OR The bidder may submit the EMD in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. The e-Bank Guarantee to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority. **OR** The bidder may submit the EMD in shape of Demand draft / Banker's cheque / Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. **Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.** OR The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate in the first cover.
	Payable at	Paradip
13.	Bid validity period	06 (six) months (180 Days).
14.	Currency of Contract	Indian Rupee
15.	Language of contract	English

5. <u>Bidders with the following eligibility criteria only may participate:</u>

5.1 At the time of submission of Bids, the tenderer should meet any of the following condition for supplying the Tug to the ParadipPort Authority:

(a) If the Tug is in the name of bidder, then following documents shall be submitted:

Technical Specifications of the tug being offered in format **<u>APPENDIX – IV</u>** along with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull Test Certificate etc. all valid at the time of offer and Class certificate must have annual endorsement as applicable.

(b) If the tug is not in the name of bidder, then, the firm shall submit the Legally binding / enforceable MoU with the owner on a Rs.100/- Non-judicial stamp paper and Technical Specification of the tug being offered in format **<u>APPENDIX – IV</u>** with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull Test Certificate etc. all valid at the time of offer and Class certificate must have annual endorsement as applicable.

(c) For tugs under construction or a new built tug, bidders shall submit legally binding / enforceable MoU with the owner / builder on an Rs.100/- Non-judicial stamp paper as per the ASTDS technical specification and as amended.

<u>N.B.:</u> The offered vessel must have been classed with any one of the IACS members (Copy of Classification Certificate to be submitted along with Technical / Pre-qualification Bid).

5.2 The Vessel offered for hire should meet the Technical Specification similar to specification mentioned in the technical specifications of the tender document (Proof to be submitted).

5.3 <u>Integrity Pact (IP):</u>

The bidder shall download the Integrity Pact format available in **<u>APPENDIX – XI</u>** in the tender document and to be uploaded by the bidder **along with the technical bid** duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. ***Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway***. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s). Also the bidder to submit the hard copy of Integrity Pact within one week from the last date of submission of the tender to the office of tender inviting authority. The Integrity Pact signed by the Purchaser and the bidder (successful bidder – Contractor) shall be made part of the contract agreement.

6. **Financial Criteria's and work experiences**:

The tenderer should have annual average turnover of at least **Rs.26,56,02,238/- (Rupees Twenty-six Crores Fifty-six Lakhs Two Thousand Two Hundred Thirty-eight) only** per annum during last 03 years, i.e. 2022-23, 2023-24 & 2024-25 as per audited report by the chartered account firm (Proof to be provided with UDIN No.).

7. Scanned copy of work order and original experience certificate with executed value of having successful completion of similar type of work during the last **07 (Seven) years** ending on **31st August, 2026** should either of the followings:

(a) Three similar completed works each costing not less than **Rs.35,41,36,318/- (Rupees Thirty-five Crores Forty-one Lakhs Thirty-six Thousand Three Hundred Eighteen) only excluding GST;**

(OR)

(b) Two similar completed works each costing not less than **Rs.44,26,70,397/- (Rupees Forty-four Crores Twenty-six Lakhs Seventy Thousand Three Hundred Ninety-seven) only excluding GST**;

(OR)

(c) One similar completed works costing not less than **Rs.70,82,72,635/- (Rupees Seventy Crores Eighty-two Lakhs Seventy-two Thousand Six Hundred Thirty-five) only excluding GST**.

Note:

(i) **Similar works means:** The firm must have experience in Supplying, Manning, Maintenance and Operation of Harbour or Sea Going Tugs / Offshore Supply Vessels / Dredger / Merchant Ships (Copy of Work Order / contract Agreement & Work Completion or Performance Certificate from the Owner / Employer to be submitted as proof).

(ii) If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **31st August, 2026**, then the firm can also participate in the tender.

(iii) Scanned copy of Original TDS Certificate must be furnished if the work Completion Certificate from any Private Organization is submitted. **Format for TDS details for the similar works** as per **APPENDIX – X to be filled up, signed by the Chartered Accountant firm with UDIN No. and submit along with technical bid.**

(iv) In case of any firm submits the similar work experience from foreign firm, they must submit the TDS Traces / Certificate or exemption certificate from IT Department, Govt. of India.

8. **Joint Venture (JV):** TheIndian registered firms are allowed to participate in the tender as joint venture subject to fulfilling the following terms & conditions:

8.1 No. of Joint Venture partners would be limited to three (including the lead partner) with at least 26% equity holding by each member in case of a Company. In case a Joint Venture is formed for the specific work only, each of the Joint Venture partner including the lead partner shall have work experience of minimum value not less than 26% for at least one single work of the estimated cost put to tender as indicated in TCN to become eligible to be

a member of the Joint Venture. One of the partners shall be nominated as Lead Partner for signing Agreement with Paradip Port Authority and shall be authorized to incur liabilities and receive instructions for and on behalf of any and all the partners of the joint venture. This authorization shall be evidenced by submitting registered power of attorney signed by all the partners.

8.2 All partners of the joint venture shall be liable jointly and severally during the bidding process and for the execution of the contract in accordance with the provisions of contract and a statement to this effect shall be included in the authorization as above. The bid shall be signed so as to legally bind all the partners jointly and severally.

8.3 Joint ventures must comply with the following requirements:

(a) The joint venture must satisfy collectively the eligibility criteria as described in this section. For this purpose, the following information of each member of the joint venture may be submitted which will be added together to assess the collective eligibility criteria:

- **(i)** Average Annual Turnover
- **(ii)** Specific work Experience
- **(iii)** Capacity of key Personnel
- **(iv)** Ability to own / lease relevant equipment

(b) Each JV Partner including the lead partner shall meet not less than 26% of the following criteria:

- **(i)** Average Annual Turnover
- **(ii)** Specific work Experience.

8.4 All the partners together shall satisfy 100% of the criteria.

A copy of the joint venture agreement (JVA) specific to this work, if entered into by the partners shall be submitted along with the Bid. Alternatively, the Memorandum of Understanding (MoU) to execute a JVA in the event of successful bid shall be signed by all partners and submitted with the bid. In any case, it is mandatory that a JV agreement is entered into before the award of the work.

Pursuant to the foregoing, the Joint Venture Agreement shall include among other things, the joint venture objectives, the proposed management structure, the contribution of each partner in the joint venture, the commitment of the partners to joint venture and several liability for due performance, recourse / sanctions within the joint venture in the event of default or withdrawal of any partner and arrangements for providing the required indemnities.

A. <u>Similar Work Experience for Joint Venture (JV) Firm:</u>

The partners of Joint Venture shall individually or jointly meet the similar work experience criteria and the relevant work experience documents shall be furnished. Each JV partner including the lead partner shall have work experience of minimum value not less than 26% for at least one single work of the estimated cost put to tender as indicated in TCN. The single work / two works / three works as indicated in the eligibility criteria shall not be spilt which means in case of a single work one JV partner should have executed the single

work in full on his own as specified in Tender Call Notice and in case of two works / three works, if JV partners proposed to collectively meet the experience then they should have individually done each of the works in full on their own as per example given below.

Example:-

A joint venture is constituted by three firms namely A, B and C and the estimated Cost of the work put to tender is Rs.10,00,000/-. Then the eligibility criteria for meeting similar work experience shall be

(i) Single work of value 80% equal to Rs.8,00,000/-

(ii) Two works of value 50% each equal to Rs.5,00,000/-

(iii) Three works of value 40% each equal to Rs.4,00,000/-

JV may meet the similar work experience criteria either any one of the following categories.

(i) **For single work category of value Rs. 8,00,000/-**

Any one Joint Venture Partner should have executed the Single work of value Rs.8.00 lakh in full individually on his own.

(ii) **For two works category of value Rs.5,00,000/- each.**

Value of each work executed by JV Partner shall be Rs.5.00 lakh in full individually on his own.

(iii) **For three works category of value Rs.4,00,000/- each**

Value of each work executed by JV Partner shall be Rs.4.00 lakh in full individually on his own.

B. **Financial Turnover:** The average annual turnover of each partner of the JV individually shall not be less than 26% of average annual turnover as indicated in the eligibility criteria in TCN / Tender Document. Turnover of individual partner of the JV will be added together for each financial year to meet eligibility criteria of the Average Annual Turnover.

9. Bid documents consisting of e-Tender Notice, Instruction to Bidders for e-procurement, Instruction to Bidders, General Conditions of Contract (GCC), Special Conditions of Contract (SCC), Scope of Works & Bill of Quantity (BOQ) in prescribed.xls format and the set of terms and conditions of contract and tender details can be seen in the website: https://eprocure.gov.in/eprocure/app.

10. Online Bidders must deposit the Tender fee and EMD through National Electronic Fund Transfer (NEFT) / Real Time Gross Settlement (RTGS) with the account number mentioned at Sl. 11 & 12 of BID INFORMATION. A self-signed copy of these acknowledgements should be uploaded by the Bidder while submitting the tender in respect of documents regarding EMD & Tender fee. **The bidders may deposit the EMD/ Bid Security in the form of e-Bank Guarantee (e-BG) as per the format APPENDIX – V from any of the commercial / scheduled Banks having validity period of 45 (Forty-Five days) beyond the final bid validity period i.e. 225 days from the last date of submission of bid. The bidder must submit the scan copy of e-BG along with technical bid failing which the bid shall be rejected.**

OR

The bid security may be submitted in the form of Insurance Surety Bonds/Fixed Deposit Receipt from any of the Insurance Company / Commercial Banks having validity for a period 225 days from the last date of submission of bid or payment online in an acceptable form safeguarding the purchaser's interest in all respects. **The Insurance Surety Bonds and Fixed Deposit Receipt shall be as per the format APPENDIX – VA.**

The Bidder should ensure that the transaction will be within stipulated bidding period for that tender. No previous dues of the bidder shall be adjusted towards the above transaction of Tender fee and EMD. The bidder shall not use the same transaction in more than one tender, otherwise their bids will be rejected.

The account from which the Tender fee and EMD will be deposited should be in the name of Contractor / authorized person of the firm who have digitally signed the bid. Refund of EMD in respect of unsuccessful bidders will also be made to that specific account of the bidder. A standard form of refund of EMD is enclosed in this bid for applying refund of EMD without visiting to the PPA office. Refund of EMD in respect of unsuccessful bidders will only be made to that account from which it was deposited by the Bidder.

The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi& Village Industries Commission) / KVIB (Khadi& Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) on submission (uploading) of certificate at the time of bidding in the first cover.

11. The Bid documents will be available in the website: https://eprocure.gov.in/eprocure/app **from 17:00 hours dt.14/09/2026 up to dt.22/10/2026, 15:30 hours for online bidding.**

12. The bidder must possess compatible Digital Signature Certificate (DSC) of Class – II or Class – III.

13. All Bids are to be submitted online on the website https://eprocure.gov.in/eprocure/app. No Bid shall be accepted off-line. The Bids shall be received **only "on line" on or before 17:00 hours of dt.22/10/2026.**

14. After opening of the Technical Bid, if required the original documents as per requirement of the e-Tender Document will be verified by Paradip Port Authority.

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

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

17. Other details can be seen in the bidding documents.

18. The authority will not be held responsible for any technical snag or network failure during on-line bidding. It is the bidder's responsibility to comply with the system requirement i.e.

hardware, software and internet connectivity at bidder's premises to access the e-Tender website. Under any circumstances, PPA shall not be liable to the bidders for any direct/ indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.

19. If the documents as per the Tender Call Notice (TCN) are not submitted along with the bid or shortfalls are noticed, if desired, the Tender Inviting Authority with the recommendation of tender committee may ask for shortfall documents which should be historical in nature and must be issued prior to last date of submission of tender (No new / supplementary documents shall be entertained) or may ask for any clarification on the submitted technical bids.

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

21. The bidders are requested to attend the pre-bid meeting as per the schedule and are requested to send their questionnaire if any to the communication address prior to the date of scheduled pre bid meeting. Questionnaire may please be sent in the following Email Id: dc@paradipport.gov.in

Deputy Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. Shri Ramesh Narain Misra, Ex-CMD, SJVN, Flat No. 6026, Pocket 8, Sector B, Vasant Kunj, New Delhi – 110 070, Mob. No. 9958111243 **(Email Id: rnmishra1957@gmail.com & misraramesh@yahoo.co.in**) IEM for Paradip Port Authority.
4. P.R.O, PPA for information with a request to publish the said e-tender call notice in the Port Gazette on its next issue and the shortest version of e-TCN may be published in local / national newspapers (as per norms).
5. Sr. Welfare Officer, PPA for compliance to the Resolution No. 62/2026-27 & Agenda Item No. 05(03)/2026-27 of Board Meeting No. 03/2026-27 held on 27/08/2026.
6. Office Order Guard file.

PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WK/R-09/2025/**1152** Date: 14/09/2026

E-TENDER CALL NOTICE (E-TCN)

Name of the Work	:	Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority.
Estimated cost put to tender	:	Total estimated cost including Hire Charges & Fuel Rs.140,00,49,552/- excluding GST. Estimated cost put to Tender towards Hire Charges only Rs.88,53,40,794/- excluding GST.

Last date & time of submission of tender through on-line bidding is **17:00 Hours on 22/10/2026.**

Date & time for opening of Technical Bid is **11:30 hours on dt.23/10/2026**.

For further details, please log on to the Website: https://eprocure.gov.in/eprocure/app.

Deputy Conservator,
Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. Shri Ramesh Narain Misra, Ex-CMD, SJVN, Flat No. 6026, Pocket 8, Sector B, Vasant Kunj, New Delhi – 110 070, Mob. No. 9958111243 **(Email Id: rnmishra1957@gmail.com & misraramesh@yahoo.co.in**) IEM for Paradip Port Authority.
4. P.R.O, PPA for information with a request to publish the said e-tender call notice in the Port Gazette on its next issue and the shortest version of e-TCN may be published in local / national newspapers (as per norms).
5. Sr. Welfare Officer, PPA for compliance to the Resolution No. 62/2026-27 & Agenda Item No. 05(03)/2026-27 of Board Meeting No. 03/2026-27 held on 27/08/2026.
6. Office Order Guard file.

SECTION – I

INSTRUCTION TO BIDDERS (ITB)

1. Online bids under single stage three cover system is hereby invited on behalf of the Board of Paradip Port Authority from experienced and reputed Indian registered firms for"**Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority**" through on-line bidding on the website **https://eprocure.gov.in/eprocure/app** having Digital Signature Certificate (DSC) of Class – II or Class – III issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India and which can be traced up to the chain of trust to the Root Certificate of CCA. **No manual bids shall be accepted.**

2. This section of the bidding documents provides the information necessary for bidders to prepare online responsive bids, in accordance with the requirements of the Tender Inviting Authority. It also provides information on online bid submission, opening, evaluation and contract award.

3. **INSTRUCTIONS FOR ONLINE BID SUBMISSION:**

The bidders are required to submit soft copies of their bids electronically on the Central Public Procurement (CPP) Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

4. **REGISTRATION:**

(a) Bidders are required to enrol on the e-Procurement module of the Central Public Procurement Portal by using the "**Error! Hyperlink reference not valid.**" option available on the home page. Enrolment on the CPP Portal is free of charge.

(b) During enrolment / registration, the bidders should provide the correct/ true information including valid email id & mobile No. All the correspondence shall be made directly with the contractors/ bidders through e-Mail ID provided.

(c) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(d) For e-tendering possession of valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) is mandatory which can be obtained from SIFY/ TCS/ n-Code/ e-Mudra or any Certifying Authority recognized by CCA India on e-Token / Smart Card.

(e) Upon enrolment on CPP Portal for e-tendering, the bidders shall register their valid Digital Signature Certificate with their profile.

(f) Only one valid DSC should be registered by a bidder. Bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse and should ensure safety of the same.

(g) Bidders can then log into the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

Note: Those who already enrolled need not to go through the above steps.

5. SUBMISSION OF BIDS:

(a) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time.

(b) Bidder should remit the Tender Fee and EMD through NEFT / RTGS as per the instructions specified in the e-Tender Notice.

(c) While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accepts the same in order to proceed further to submit their bid.

(d) Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender details according to specified cover.

(e) Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.

(f) Bidders shall download the Bill of quantity, in.xls format and save it without changing the name of the file. Bidder shall quote their rates in figures only in green background cells, thereafter save and upload the file in financial bid cover (Price bid) only. The bidders are cautioned that uploading of financial bid .Macros must be enabled to see the word representation of figures.

(g) Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

(h) After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the bidders shall take print out of system generated acknowledgement number and keep it as a record of evidence for online submission of bid.

(i) Bidder should follow the server time being displayed on bidder's dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.

(j) All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data.

The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.

6. The tender shall be submitted online in **three cover** system duly scanned and digitally signed by the authorized representative of the bidder as follows:

(A) <u>Cover -1 (FEE):</u>

Online bids should be submitted containing original scanned copy of following document in Cover-1.

(i) Scanned copy of proof for deposit of Tender fee.

(ii) Scanned copy of proof for deposit of Earnest Money Deposit (EMD) or scan copy of e-BG for the EMD amount as per the attached format at **<u>APPENDIX –V</u>**. The validity of e-BG for EMD shall be 225 days from the last date of submission of bids. **The bidder must submit the scan copy of e-BG along with technical bid failing which the bid shall be rejected.**

OR

The bidder may submit the EMD in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. The e-Bank Guarantee to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

OR

The bidder may submit the EMD in shape of Demand draft / Banker's cheque / Insurance Surety Bonds / Fixed Deposit Receipt from Insurance Company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. **Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.**

OR

The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate in the first cover.

(B) <u>Cover -2 (PRE-QUAL / TECHNICAL BID):</u>

Online bids should be submitted containing **original scanned copy** of following document in Cover-2.

(i) Copy of registration certificate in India as Ship Owner / Ship Manager / Ship Repairing firm.

(ii) Proof of ownership of offered vessel or copy of MoU in a Notarized Stamp Paper to be submitted. The MoU with the builder/ owner shall clearly specify the schedule of delivery of the vessel for deployment against this tender.

(iii) Scanned Copies of Similar Job work order / contract agreement and Completion Certificate or performance certificate mentioning the work executed value excluding fuel cost and GST, copy of work order having Date of Commencement, Date of Completion, Contract Value and Contact address of the organisation.

(iv) Scanned Copies of Audited Balance Sheet / Profit & loss account / Certificate from Chartered Accountant for last 03 (**three) years** ending **on 31st March 2025 along with UDIN No.**

(v) Scanned Copy of Permanent Account Number (PAN) Card and GST registration certificate.

(vi) Scanned copy of original TDS Certificate if the work completion certificate has been obtained from any Private Organization. **Format for TDS details for the similar works** as per **APPENDIX – X to be filled up, signed by the chartered accountant firm with UDIN No. and submit.**

(vii) Details of present technical staff and list showing qualifications and experience of key personnel proposed for administration and execution of this contract, both on and off site.

(viii) Names of partners / directors indicating their holding in the firm / company.

(ix) Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favour of the person authorized to sign the tender document etc.

(x) Copies of original document defining the constitution or legal status, place of registration and principal place of business of the company / proprietorship firm / partnership firm or any other business structure.

(xi) Proof of Technical Specification of the Tugs being offered should be submitted in format at **APPENDIX – IV.**

A. If the Tug is in the name of bidder, then following documents shall be submitted:

Technical Specifications of the tugs being offered in format **APPENDIX – IV** along with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull

Test Certificate etc. all valid at the time of offer and Class certificate must have annual endorsement as applicable.

If the tug is not in the name of bidder, then, the firm shall submit Technical Specification of the tug being offered in format **APPENDIX – IV** with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull Test Certificate etc. all valid at the time of offer &Class certificate must have annual endorsement as applicable and Legally binding / enforceable MoU with the owner on a Rs.100/- Non-judicial stamp paper.

B. For tugs under construction or a new built tug, bidders shall submit legally binding / enforceable MoU with the owner / builder on an Rs.100/- Non-judicial stamp paper as per the ASTDS technical specification and as amended.

N.B.: The offered vessel must have been classed with any one of the IACS members (Copy of Classification Certificate to be submitted along with Technical / Pre-qualification Bid).

(xii) **UNDERTAKING BY THE BIDDER (in the firm's Letterhead) as follow** should be submitted in format at **APPENDIX – IX:**

(a) The bidders shall give an undertaking that they have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

(b) Having understood all the terms and conditions of the tender document and having assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all other incidental charges except GST.

(c) We undertake and declare that our firm is not having blacklisted or debarment of business with any government organizations.

(d) We declare that the signing authority / Directors of the firm is not related to any officers of Paradip Port Authority or any officer of the rank of Under Secretary or above in the ministry of transport & shipping, Govt. Of India.

N.B.: The bid of any firm having blacklisted or debarment of business with any government organizations will be summarily rejected.

If the documents as per the Tender Call Notice (TCN) are not submitted along with the bid or shortfalls are noticed, if desired, the Tender Inviting Authority with the recommendation of tender committee may ask for shortfall documents which should be historical in nature and must be issued prior to last date of submission of tender (No new / supplementary documents shall be entertained) or may ask for any clarification on the submitted technical bids.

(C) Cover-3 (FINANCIAL/ PRICE BID):

(i) It shall contain the Price Bids for the work in the Bill of Quantity [BoQ] format. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self-generated (Enabling macros).

(ii) **Fuel Consumption:** The tenderer has to specify the average fuel consumption for 02 nos. Main Enginesper running hour and for 01 no DG set per running hour in litres considering various port operations indicated in the Scope of Work. PPA will consider 12 operational hours for running of 02 (two)Main Engines and 01 (one) DG set per day for evaluation purpose only and work out the expenses of fuel by considering the rates of the appropriate fuel at the market rate prevailing as mentioned in the BOQ.

During the course of deployment, if the fuel consumption is found above the declared consumption per operational hour of Main engines and DG set, the cost towards the excess consumption of fuel will be recovered from the monthly Bills of the firm and cost of fuel will be considered on the basis of the prevailing market rate.

The information on fuel consumption must be indicated in the price bid format (BoQ). Non-submission of the same will make the price bid invalid.

7. OPENING & EVALUATION:

7.1 For this tender withdrawal of bid is not allowed within the validity period of the bid.

7.2 Only those bidders shall be considered qualified by the PPA, who submits requisite Tender Fee & EMD, accept all the terms & conditions of the Tender document unconditionally and meet the qualifying requirement stipulated in the Tender document. The decision of the PPA shall be final and binding in this regard.

7.3 The bidder shall bear all cost associated with the preparation & submission of his bid and the PPA will in no case be responsible or liable for these cost, regardless of the conduct or outcome of the tendering process.

7.4 **Evaluation of tender:** The tender shall be evaluated on the basis of documentary evidences and total quoted rates in the enclosed format of BOQ. The fuel cost shall be added to the quoted price to evaluate the tender. Normally the price of the lowest bidder is accepted but PPA is not bound to accept it and may discharge the tender without assigning any reasons.

7.5 Bid opening dates are specified during tender creation or can be extended vide corrigendum.

Note: Any **addendum/corrigendum** thus issued shall be notified in the website https://eprocure.gov.in/eprocure/app, notice board and through paper publication.

7.6 The Bid openers, who have been pre-defined shall log on to the portal with their respective DSC. Unless all the Officers who have been declared as Opening officers, log on the portal with their DSC the Tender cannot be opened.

7.7 The Opening Officers will systematically check the scanned copy of proof towards EMD & Tender Fee. If found in order, then will continue opening of all other documents in the system provided under Technical Bids.

7.8 After opening of the Technical Bid, if desired by PPA, the original documents as per requirement of the e-Tender Document will be verified at the offices of the Deputy Conservator, PPA.

7.9 After evaluation of bid, all the bidders will get the information regarding their eligibility on website. Thereafter, a system generated e-mail confirmation will be sent to all successful bidders. The bidders can check the same from the portal. The bidder will get the information regarding the status of their financial bid and ranking of bidders on website.

7.10 Date of Financial/ Price Bid opening would be specified after Technical Evaluation is completed.

7.11 The Financial Bid / Price-bid of the technically qualified bidders will be opened & evaluated on the notified date & time by the Bid Openers with their Digital Signature Certificate (DSC) in the presence of bidders or their authorized representative who wish to be present. The Financial bid of the bidders shall be opened one by one by the bid openers. The system shall auto generate the Comparative statement. The bidders can view bid opening remotely on their personalized dash board under "Bid Opening (Live)" link.

8. To assist in the examination, evaluation and comparison of tenders, PPA may ask tenderers individually for clarification and response to the same by the tenderer shall be in writing by e-mail or post. However, no changes in price or substance of the tender shall be sought, offered or permitted.

9. The tender shall remain valid and open for acceptance for a period of 180 days from the last date of submission of tender. PPA reserves the right to extend the period of validity for a specific time as may be required by PPA. The request and response thereto shall be made in writing by e-mail, or by fax. The tenderers will have an option to refuse the request. However, in the event of the tenderer agreeing to the request, they will not be permitted to modify the tender and price bid as well.

10. PPA will determine whether the tender is substantially responsive to the requirements of the tender documents. For the purpose of this clause, a substantially responsive tender is one which inter alia conforms to all the terms, general conditions and specifications of the tender documents and technically suitable. The tenderer shall carefully submit all the documents as required under the tender failing which the offer is liable to be treated as

non-responsive as per clause No.3 above. A tender which, in relation to the cost estimates of PPA is seriously unbalanced, may be rejected as non-responsive.

11. The tenderer shall quote realistic rates in respect of the services to be provided. The rates shall be firm and no other increase or decrease in prices will be allowed during the period of the contract.

12. At any time prior to the last date of submission of tender, PPA may for any reason whatsoever, change or modify the tender documents by addendum(s) / corrigendum(s). Tenderer may seek any clarification from PPA prior to submission of their bid. The addendum / corrigendum so issued will be published in our website at least 07 days prior to the last date for submission of the tender. The amendment to the document so carried out will form part of the tender and shall be binding upon the tenderers. PPA may at their discretion extend the last date for submission of tender to enable the tenderers reasonable time to submit their tender after taking into account such addendum / corrigendum.

13. The tenderer may modify or withdraw his tender after submission provided the notice of modification or withdrawal is received in writing by PPA prior to the last date or such extended date, if any, for submission of tender. No tenderer will be permitted to withdraw his tender after the last date for submission of the tender or such extended date as the case may be and before the expiration of the period of validity of the tender or such extended dates as the case may be. In the event of the tenderer modifying / withdrawing his tender after the last date of submission or such extended date as the case may be and before the expiration of period of validity of such extended date as the case may be, the tender shall be cancelled and the firm shall be debarred from participation in any tender of Paradip Port Authority for a period of two years. The decision of PPA in this regard shall be final.

14. All costs, charges and expenses including stamp duty in connection with the contract as well as preparation and completion of agreement by the tenderer's attorneys shall be borne and payable by the tenderer. No claim in this regard would be entertained by PPA.

15. SIGNING OF AGREEMENT, COMMENCEMENT OF WORK & LIQUIDATED DAMAGE (LD):

The agreement (as per format at **APPENDIX – VII**) is to be signed within 15 (Fifteen) days from the date of submission of Performance Security Deposit (PSD). The tenderer shall commence the work within 18 months from the date of issue of Letter of Award (LoA) on mutually agreed date.

If the tenderer fails to commence the work within the stipulated period of 18 months, Liquidated Damages (LD) at the rate of Rs.50,000/- (Rupees Fifty Thousand only) per day will be levied up to period of 15 (fifteen) days, thereafter PPA reserves the right to extend further subject to approval of competent authority with payment of penalty @ Rs.1,00,000/- per day on advance payment of LD amount for the requested period of extension(maximum LD amount should not exceed 10% of contract value) or the contract may be cancelled along with forfeiture of Performance Security Deposit and debarment from participation in any tender of PPA for a period of 02 (two) years.

16. CONFIDENTIALITY:

The Paradip Port Authority desires that this tender shall be treated strictly as confidential. The tenderer shall be obliged to observe this desire.

17. EARNEST MONEY DEPOSIT (EMD) /EXEMPTION FROM PAYING THE EMD:

(a) The EMD shall be forfeited, in the event of the tenderer withdrawing / modifying his tender before the expiry of tender validity of 180 days from the date of submission.

(b) The Earnest Money Deposit of unsuccessful tenders shall be returned on award of contract. The EMD of the successful tenderer shall be refunded only on receipt of Performance Security Deposit and signing of the agreement.

(c) PPA reserves the right to forfeit the EMD in respect of successful tenderer, if he fails to enter into a contract and furnish the necessary Performance Security Deposit within 30 days after receipt of Letter of Award (LoA) or as extended.

(d) The EMD shall also be forfeited, in case of any counter conditions / conditional bidding found in his / their Price Bids and **if the firm is found to have submitted fraudulent documents then their bids shall be out-rightly rejected along with forfeiture of EMD and Performance Security Deposit and the firm shall be debarred for a period of 02 years from participating in any tenders of PPA.**

(e) No interest will be payable on the Earnest Money deposit.

(f) ***Any firm claiming exemption from paying the EMD and then if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline they will be suspended for a period of 02 years from participating in any future tenders of Paradip Port Authority. Also the issuing authority of Exemption Certificate shall be notified to take necessary action as deemed fit against the firm***.

18. <u>SUBMISSION OF PERFORMANCE SECURITY DEPOSIT (PSD) AND SIGNING THE AGREEMENT:</u>

The selected firm shall have to submit the Performance Security Deposit within 30 days from the date of issue of Letter of Award (LoA):

(a) A sum of 10% of contract value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format valid for 7years + 02 months or initially valid for 2 years and extended annually till 2 months beyond completion of the contract.

OR

The contractor, upon award of contract has to deposit Demand draft / Banker's cheque of 10% of total Contract value drawn in favour of Financial Advisor and Chief Accounts Officer, Paradip Port Authority, Paradip – 754142 payable at Paradip-754142 drawn on any Nationalized Banks / Scheduled Commercial Banks having its branch at Paradip.

OR

Performance Security may be furnished in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable format safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 7years + 02 months.

The Performance Security Deposit shall be as per format <u>APPENDIX – VI & VIA.</u>

EMD of the unsuccessful bidder will be refunded after opening the price bid and for the successful bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(b) The tenderer, whose offer has been accepted, shall execute an agreement with PPA on an Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

19. <u>EXTRA ADDITIONAL SECURITY DEPOSIT (EASD) & ITS CALCULATION:</u>

Over and above the E.M.D, the tenderer quoting more than 15% below the cost of work put to tender shall have to pay an 'Extra Additional Security Deposit' (E.A.S.D) separately. EASD wherever applicable will be collected from the successful bidder along with the Initial Security Deposit (ISD) after issuing the Letter of Award (LoA). Back-out from the offer by the participating bidder after opening of Technical Bid (in case of two stage bid) or price bid (in case of single stage bid) OR non deposit of EASD by the successful bidder will liable

for forfeiture of EMD and debarment from participating in any tenders of PPA for a period of 02 (Two) years. EASD may be accepted in the form of Demand Draft / Bankers Cheque / e-Bank Guarantee in favour of Paradip Port Authority and must be drawn on any scheduled Bank located at Paradip.

Extra Additional Security Deposit (E.A.S.D) = $\frac{A}{100}$ x cost of work put to tender

Where A = Percentage quoted below the cost of work put to tender by the tenderer minus 15 (Fifteen).

Example: If the tenderer desires to quote 25% (Twenty-five) percent below the cost put to tender, then the Extra Additional Security Deposit (E.A.S.D) shall be worked out as under.

E.A.S.D Amount = $\frac{(25 - 15)}{100}$ x cost of work put to tender.

NOTE:

(i) The Demand Draft/ Banker's Cheque / e-Bank Guarantee shall be initially valid up to the scheduled completion and subsequently be extended up to actual completion.

(ii) The E.A.S.D will be released on satisfactory completion of the work.

(iii) The E.A.S.D shall be as per format **APPENDIX – XII & XIIA**.

(iv) The firm should submit the E.A.S.D within 30 days from the date of issue of Letter of Award (LoA).

20. If the Contractor fails to submit the PSD & EASD by scheduled date, then the following conditions shall be applicable:

(a) The delay condonation will be for a period of 15 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 5% over the original (as per LoA) security deposit / e-BG value.

(b) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 10% over the original (as per LoA) security deposit / e-BG value in addition to above 5% (i.e. total 15% extra).

(c) If the Contractor fails to deposit ISD / EASD / PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LoA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

21. DISCLOSURE BY THE BIDDER:

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

22. INTEGRITY PACT:

For this tender, the integrity pact agreement format as given at **APPENDIX – XI** shall form a part of the tender document and shall be signed by the Purchaser and the Contractor. Paradip Port Authority reserves the right to associate the Independent External Monitor (IEM) right from the issue of Tender Call Notice for such works. This work will be included in the Integrity Pact (IP) & accordingly will be entrusted to the Independent External Monitor (IEM) for effecting transparency & maintaining quality. (1) **Shri Ramesh Narain Misra, Ex-CMD, SJVN** have been appointed as IEM for Paradip Port Authority by CVC. All necessary coordination to be provided to them as & when required.

The bidder shall download the Integrity Pact format available in **APPENDIX – XI** in the tender document and to be uploaded by the bidder **along with the technical bid** duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. ***Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway***. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s). Also the bidder to submit the hard copy of Integrity Pact within one week from the last date of submission of the tender to the office of tender inviting authority. The Integrity Pact signed by the Purchaser and the bidder (successful bidder – Contractor) shall be made part of the contract agreement.

SECTION – II

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS & INTERPRETATIONS:

Following words shall have the meaning hereby assigned to them except where contract otherwise requires.

(a) **Board:** Board means the Board members of Paradip Port Authority (PPA), a body corporate under the Major Port Authority Act' 2021 as amended from time to time or any other Officer duly authorized by them to execute the contract.

(b) **Contractor:** Contractor means a person or company whose tender has been accepted by the Board and includes the contractor personnel, representative, successor and permitted assignees.

(c) **Chairman:** Chairman shall mean the Chairman of Paradip Port Authority.

(d) **Deputy Conservator:** Deputy Conservator means the Deputy Conservator of Paradip Port Authority.

(e) **Works:** Works mean works to be executed in accordance with the contract.

(f) **Contract:** Contract means the notice inviting the tender, the tender and acceptance thereof and formal agreement if any executed between the Board and the contractor together with the documents referred to therein including the conditions with the appendix and special conditions, price schedule / bill of quantities and schedule of rates etc. All these documents taken together shall be deemed to form one contract and shall be complementary to one another.

(g) **Contract Price:** The contract price means sum named in the tender subject to such addition thereof on deduction from there as may be made under the provisions therein after contained.

(h) **Approved:** Approved means approved in writing including subsequent written confirmation of previous verbal approvals and 'approval' means approved in writing including as aforesaid.

(i) **A Day:** A day means a day of 24 hours from mid night to next mid night as recorded at 0000 hrs to 2400 hrs.

(j) **A month:** A month means month according to Gregorian calendar.

(k) **Deputy Conservator's Representative:** Deputy Conservator's representative means any Officer duly authorized by the Deputy Conservator to supervise the works.

(l) **Work done Certificate:** Work done certificate means certificate issued by the Deputy Conservator or his representative where the work has been completed to his satisfaction in accordance with the contract.

(m) **Sub-contractor:** Sub-contractor means any person or firm or company to whom any part of work has been entrusted by the Contractor with the written consent of the Deputy Conservator.

(n) **Deficit Period:** Deficit period shall mean the following:

(i) The period by which the Tug is not available for port operation.

(ii) The period by which the Tug do not report within one hour receipt of information.

(iii) The period during which the Tug has been de-commissioned.

(o) **Equipment:** Equipment means all equipment, appliances and fittings on the Tug those are required to execute the work.

(p) **Daily Charge:** Daily charges mean hire, manning, maintenance & operation charges of the Tug for 24 hours of any day from 0000 hours to 2400 hours. The daily charges shall be paid for the entire period the Tug is in commission and fit for operation. Daily charges shall, however, not be paid on pro-rata basis when the Tug fails to report for operation within one hour of receipt of intimation. However, in the event of the Tug being unable to operate due to weather conditions, the daily charges shall be paid subject to certification of Deputy Conservator, Paradip Port Authority.

(q) **Operational time:** The operational time for running of Main engines will be calculated from the time of stand by engine to finished with engine for shipping movement or any other purposes and for DG sets as per actual.

2. BOARD'S RIGHT TO ACCEPT OR REJECT ANY TENDER:

The Board reserves the right to reject or accept any or all offers without assigning any reasons.

3. DETERMINATION OF RESPONSIVENESS:

The tenders will be scrutinized to determine whether the tender is substantially responsive to the requirements of the tender documents without any deviations or reservation. A tender which, in relation to the estimated hire rate, is unrealistic may be rejected as non-responsive. The decision of the Deputy Conservator in this regard shall be final.

4. PROCESS TO BE CONFIDENTIAL:

After the opening of tenders, information relating to the examination, clarification, evaluation and comparisons of tenders and recommendations, concerning the award of contract shall not be disclosed to tenderers or any other persons. Any efforts by the tenderers to influence the process of examination, clarification, evaluation and comparison of tenders and decisions concerning award of contract may result in rejection of the tenderer's bid.

5. NOTIFICATION OF AWARD AND DELIVERY:

(a) Prior to the expiry of the period of tender validity, the successful tenderer will be notified through letter by post/ e-mail/ fax confirming that their offer has been accepted. This letter is to be called Letter of Award (LoA). This Letter of Award (LoA) shall indicate the sum to be paid by the Contractor in consideration of the execution of the contract.

(b) Letter of Award (LoA) will be issued in the name of the company which has submitted the tender, and will constitute the conditions of contract.

(c) Upon the receipt of Letter of Award (LoA) of the contract by the successful tenderer, he shall prepare two sets of Agreements included in the Tender Document, after taking into account any changes thereafter agreed by both the parties, at the earliest without any delay and complete all the formalities and submit the same to the Board duly executed on non-judicial stamp paper of Rs.100/- within 15 days from the date of submission of PSD. One set of the agreement will be returned to the Contractor after the signature of the authorized person.

(d) Any delay caused due to any correspondence / clarification / request etc. received from the tenderer after the date of issue of the Letter of Award (LoA) will be to the account of the successful tenderer.

6. NO CORRESPONDENCE FROM UNSUCCESSFUL TENDERER:

No correspondence will be entertained from the unsuccessful tenderers.

7. SUBMISSION OF PERFORMANCESECURITY DEPOSIT AND SIGNING THE AGREEMENT

The selected firm shall have to submit the Performance Security Deposit within 30 days from the date of issue of Letter of Award (LoA):

(a) A sum of 10% of contract value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format valid for 7years + 02 months or initially valid for 2 years and extended annually till 2 months beyond completion of the contract.

OR

The contractor, upon award of contract has to deposit Demand draft / Banker's cheque of 10% of total Contract value drawn in favour of Financial Advisor and Chief Accounts Officer, Paradip Port Authority, Paradip – 754142 payable at Paradip-754142 drawn on any Nationalized Banks / Scheduled Commercial Banks having its branch at Paradip.

OR

Performance Security may be furnished in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / Fixed Deposit Receipt from Insurance

company / Commercial Bank / online payment in an acceptable format safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 7years + 02 months.

The Performance Security Deposit shall be as per format <u>APPENDIX – VI & VIA.</u>

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(b) The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

(c) If the Contractor fails to submit the PSD & EASD by scheduled date, then the following conditions shall be applicable:

(i) The delay condonation will be for a period of 15 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 5% over the original (as per LoA) security deposit / e-BG value.

(ii) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 10% over the original (as per LoA) security deposit / e-BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit PSD / EASD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LoA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

The Performance Security Deposit shall be as per format <u>APPENDIX –VI & VIA.</u>

8. <u>PAYMENT TERMS:</u>

The firm shall raise the bill for monthly hire charges along with work done certificate and fuel consumption report duly signed by Harbour Master / Pilot/ Tug Master Class-I or any designated officer and Senior Marine Engineer / Marine Engineer respectively. Payment shall be released within 15 days from the date of receipt of bills in duplicate. GST will be paid extra as per prevailing rate. However if payment of bill is delayed beyond 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e. RTGS/ e-transfer.

1st bill payment to the Contractor shall be made based on the tax invoice copy submitted by the Contractor. The Contractor is required to submit the supporting documents evidencing previous deposit of GST to the GST Authority from the 2nd monthly bill onwards failing which the bill will not be processed.

No Claim for payment from a contractor shall be entertained after the lapse of three years from the date of arising of the claim.

9. CARE AND DILIGENCE:

The Contractor shall exercise all reasonable care and diligence in the discharge of all technical, professional and contractual duties to be performed by them under this contract and shall be fully responsible to the Deputy Conservator for the proper, efficient and effective carrying out of their duties.

10. COMPLIANCE WITH STATUTORY REQUIREMENTS:

The Contractor shall at all times during the continuance of the contract comply fully with all existing Acts, Regulations and bye laws including all statutory amendments and re-enactment of State or Central Government and other local authorities and any other enactments and acts that may be passed in future either by the State or the Central Government or the local authority, including Indian Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, 1970 and equal Remuneration Act, 1976, Factories Act, Minimum Wages Act, Provident Fund Regulations, Employees Provident Fund Act, Merchant Shipping Act, and other maritime legislation/ rules/ regulations, the Dock Worker's Act-1948 etc., in as far as they are applicable to this contract. The Contractor shall indemnify and keep the Board indemnified in case any proceedings are taken or commenced by any authority against the Board for any contravention of any of the laws, bye laws or scheme by the Contractor. If as a results of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the Board is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the Board shall be entitled to deduct the same from any moneys due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sums which the Board is required or called upon to pay or reimburse on behalf of the Contractor.

Notwithstanding the contractual obligation the Board shall be entitled to all protections and defense under the provisions of the The Major Port Authority Act'2021 and the Indian Ports Act 1908 including any amendments / changes as may be incorporated.

11. MAINTENANCE AND OPERATION OF TUG:

(a) The Tug shall during the hire period be for all purpose at the disposal and control of the Deputy Conservator. The Contractor shall maintain the Tug, in efficient operating condition and in accordance with good commercial maintenance practice. All the statutory certificates and class certificate shall be maintained valid during the contract period.

(b) The Contractor shall from time to time during the hire period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Contractor is to carry out all repairs or replacement of any damaged, worn or lost parts or equipment be affected in such manner (both as regards to workmanship and the quality of materials) as not to diminish the value and efficiency of the Tug.

(c) If the Deputy Conservator has reason to be dissatisfied with the conduct or efficiency of the Master, Officer or Crew, the Contractor on receiving particulars of the complaint, promptly investigate the matter and if necessary shall make a change in the appointment.

(d) The Master of the Tug will carry out all orders of the Deputy Conservator or his representative and the Master and Chief Engineer to maintain the logbook in English, accessible at all times.

(e) The Tug may be required to **assist in** carrying out rescue, salvage and anti-pollution operations inside and outside the harbour, under the instructions of the Deputy Conservator. Neither the Contractor nor the Tug Master / crew will have any claim for reward or compensation for undertaking or assisting in such operations.

12. <u>SUPPLY OF FUEL, FRESH WATER & ELECTRICITY:</u>

(a) Fuel remaining on board on the day of commencement of contract (hire) will be paid for by the Board of PPA at prevailing rate of LSHFHSD in Paradip. Fuel remaining on board on termination of contract will be paid for by the contractor at rates prevailing of LSHFHSD in Paradip.

(b) Fuel & fresh water for running of the Tug will be supplied by Port Authority on Port account. Such supply will be made periodically as per the requisition of the Contractor. At least 07 days' notice for supply of LSHFHSD Bunker and 1-day notice for supply of fresh water to be given. The Tug will be directed to receive the same at the designated berths.

(c) Free electricity shall be supplied to the tug while they are secured alongside berths.

(d) In the event of any difficulty faced by PPA for supply of fuel, the Contractor will be requested to supply the same to the Tug and the cost will be reimbursed at actual cost including transport charges on production of supporting documents plus GST at the prevailing rate.

(e) A Log Book will have to be maintained by the Master or Chief Engineer of the Tug for day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and a weekly report to be submitted on the same.

(f) **<u>Calculation of Running hours and Fuel consumption:</u>** All Engines must be fitted with Running hour (R/H) meters. Daily and monthly R/H of engines shall be calculated on the basis of R/H meter reading. All the R/H meters shall be maintained

in good working condition throughout the contract period. In case of failure of R/H meter, R/H to be calculated as per the log book record. Fuel consumption shall be calculated on the basis of tank sounding/ fuel flow meters / Digital fuel consumption (online).

(g) Any misappropriation of fuel supplied by the Board shall be viewed seriously and contract liable to be cancelled at contractor's cost and firm shall be debarred for a period of 02 (two) years from participating in any tender of Paradip Port Authority.

(h) In case of any tax liability comes or implemented by the Government on supply of free fuel, electricity and fresh water, then it should be the responsibility of the firm to pay the same to the government, which will be reimbursed by PPA on submission of documentary evidences.

13. ASSIGNMENT AND SUBLETTING:

The contractor shall neither be permitted to sublease the work nor assign the right and interest in this contract 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 Deputy Conservator and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and he shall be responsible for the acts, defaults and neglects of any sub-contractor or his servants, agents or workmen as full as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on manning / labour or a piecework basis shall not be deemed to be a sub-letting under this clause.

14. CONTRACTOR'S SUBORDINATE STAFF & THEIR CONDUCT:

(a) 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 which instruction of works will be given. The Contractor shall also provide to the satisfaction of the Deputy Conservator, sufficient and qualified staff to superintend the execution of the work, competent sub-agents, foremen and leading hands including those specially qualified by previous experience to supervise the types of works comprised in the contract in such a manner as will ensure work of the best quality, expeditious working. The Contractor shall provide competent and efficient supervision, over the work entrusted to them to the entire satisfaction of the Deputy Conservator.

(b) If and whenever the Contractor's agents, assistant, foremen or other employees shall in the opinion of the Deputy Conservator be guilty of any misconduct or be incompetent or be insufficiently qualified or negligent in the performance of their duties or that in the opinion of the Deputy Conservator, it is undesirable for administrative or any other reason for such persons to be employed in the work, the Contractor, if so directed by the Deputy Conservator shall at once remove such

person and persons so removed from the work shall not again be employed in connection with the work without the written permission of the Deputy Conservator.

(c) Any person so removed from the work shall be replaced within a period not more than 3 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.

(d) The Contractor shall be responsible for the proper behaviour of all the staff, foremen, workmen and others and shall exercise a proper degree of control over them and in particular and without prejudice to the said generally, the Contractor shall be bound to prohibit and prevent any employees from trespassing or acting in any way detrimental or prejudicial to the interest of the community or of the proprietors or occupiers of land and properties in the event of such employee trespassing, the Contractor shall be responsible therefore and relieve the Owner of all consequential claims for damage or injury or any other grounds whatsoever. The decision of the Deputy Conservator upon any matter arising under this Article shall be final. The Contractor shall be liable for any such liability which may have implication of law be deemed to be the liability of the Owner on account of deployment of Contractor's staff etc. or incidental or arising out of the execution of the Contractor.

15. RATES AND AMOUNTS:

The rates and amounts submitted/ quoted by the tenderer shall be gross rates and amounts inclusive of all taxes & duties, except GST, which shall be paid by PPA at prevailing rates. Any new tax that may be levied during the execution of contract, after the last date of bid submission of tender will be reimbursed by Paradip Port Authority. Any variation in the taxes during the pendency of contract will be adjusted in either way, for the same the base date will be taken as the last date of submission of the bid.

16. PERIOD OF CONTRACT AND PAYMENT:

The contract shall remain valid for a period of 07 years from the date of commencement of service. However, the Board shall have the option of continuing this contract for further period beyond 07 years by giving 30 days' advance notice but any such extension of contract shall be on "mutually agreed" basis as per PPA's requirementat the same rate, terms and conditions for a reasonable period to meet operational requirement.

Payment shall be made at the end of each calendar month, after submission of daily check and fuel consumption statement for the month. For this purpose the contractor shall maintain daily deck and engine log books, the format of which should be submitted for approval prior to commencement of the contract. The bill shall be submitted in duplicate. Payment shall be made within 15 days from the date of submission of bill clear in all respects along with work done report. However, if payment of bill is delayed beyond 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e., RTGS/ e-transfer.

17. INCOME TAX DEDUCTION:

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

18. INSURANCE:

(a) During the contract/hire period, the Tug shall be kept insured by Contractor at his expenses against P & I, Marine Hull & Machinery. Apart from these two insurances if the Contractor feels to take any other insurance cover, he is free to take at his own cost.

(b) 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 the Board against all claims and demands which would otherwise have been covered by such insurance.

(c) If the Tug is required to be deployed beyond the Port limit, for assistance in salvage operation or any other operation for which additional insurance is required to be taken, the Contractor may cover the Tug with insurance and Paradip Port Authority will reimburse the additional amount paid by the Contractor for such insurance. In addition, the cost towards deployment of additional crew for safe manning the tugs beyond port limit will be reimbursed by the PPA as per actual & reasonable.

19. DOWNTIME:

(a) The Contractor shall be allowed paid downtime of 1 day for each month of service during the currency of the contract for upkeep of the Tug during which hire charges shall be paid. The full one-year down time will be credited in the beginning of each contractual year. However, the Contractor must take prior permission in writing from the Deputy Conservator before laying up the Tug to carry out maintenance work or repairs or surveys etc. No laying up of the Tug is permissible during tanker operation at the SPM. No Down time balance at the end of the year will be carried forward and will lapse.

(b) In case the Contractor wants to layup the Tug for dry-docking / more than 07 (Seven) days of planned maintenance. Non-ASTDS Indian flag tug may be accepted as substitute tug for planned maintenance of deployed tug up to 30 days. Acceptance of the substitute tug subject to successful bollard pull test of 70T.

(c) During the period when the Tug is out of commission with permission from Deputy Conservator for maintenance and repairs at Contractor's request which is beyond the permissible down time as indicated at (a), the Contractor shall not be paid hire charges for that particular period and penalty clause shall be applicable.

(d) Normally the Tug shall be required to be ready for operation at half an hour notice at the beginning of the shift and at 15 minutes notice during the shift. If the Contractor fails to make the Tug ready for operation, the entire period for which Tug was idle

after last operation till her coming back to operation shall be treated as downtime of the Tug.

(e) For late reporting to duty, either the Tug shall be declared out of commission for the day or for the period of default shall be treated as down time, will be the sole discretion of the Deputy Conservator, Paradip Port Authority.

(f) If the Tug is declared as out of commission due to fault of Contractor for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.

(g) In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Tug due to the fault / negligence of the Contractor, no charges shall be payable, except when,

(i) Conditions prevailing in force majeure clause.
(ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
(iii) Any situation totally beyond the control of Contractor.
(iv) The Tug has to be laid up due to an accident caused not due to the fault of the Contractor.

20. <u>(A) Penalty</u>:

If a Tug is non-operative and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such non-operation / unavailability after allowing any down time to the credit of the Contractor up to the time and date of break down / non-operation as follows, in addition to non-payment of hire charges:

From the time and date of such non-availability /		
Non-operational up to 14 days	……	15% of hire charges per day or part thereof on pro-rata basis.
15 to 21 days	……	30% of hire charges per day or part thereof on pro-rata basis
Beyond 21 days	……	50% of hire charges per day or part thereof on pro-rata basis.

In case the offered Tug is not available for operation for more than 30 days, which includes the day the Tug becomes non-operational and includes the down time period, then a suitable replacement having similar/ better technical specifications shall be provided from 31st day by the Contractor at no extra charge. The Contractor can offer the replacement Tug even before 30 days. However, the fuel consumption of the replacement Tug shall be restricted to the declared fuel consumption of the original Tug and cost of any excess fuel consumption of the replacement Tug over the declared fuel consumption of the original Tug shall be recovered. In case of non-deployment of the Tug beyond 60 days, further extension may be considered on imposition of penalty @ 100% of hire charges subject to approval of Chairman PPA or PPA reserve the right to terminate the contract along with

forfeiture of Performance Security Deposit. If the contract is terminated, then the down time to the credit of the Contractor will lapse and in case the downtime availed is in excess of the downtime due after each month of service even though credited at the beginning of the year.

(B) Replacement of Tug during contract period:

The Contractor may replace the deployed tug by an ASTDS **sister / similar / better tug** during the contract period provided the bollard pull criterion as specified in the tender is met and fuel consumption is same or lower than as stated by the Contractor in the bid. The Contractor shall submit all details of the substitute tug and obtain the approval of the Deputy Conservator before deployment. The substitute tug shall be accepted after successful Bollard Pull Test of 70 T.

21. BOARD LIEN:

The Board shall have a lien on and / over all or any moneys that may become due and payable to the contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by the Board to the Contractor either alone or jointly with another or other and either under this contract or under any other contracts or transaction of any nature whatsoever between the Board and the contractor. If any lien or claim remained unsettled after all payments are made, the Contractor shall refund or pay the Owner all moneys that the latter may be compelled to pay in discharging such lien or claim including all costs and reasonable expenses.

22. CONTRACTOR TO INDEMNIFY BOARD:

(a) Contractor shall indemnify Board and every member, worker and employee of the Board against all actions, proceedings, claims, demands costs and expenses whatsoever arising out of or in connection with the matters referred herein and all actions, proceedings, claims, demands costs and expenses which may be made against Board 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 Board against all damages and compensations and against all claims, damages, proceedings costs, charges and expenses whatsoever in respect so thereof or in relation thereto.

(b) Notwithstanding that all reasonable and proper precautions 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 (supplied by the Contractor under this agreement to the Port), to the property of PPA during the currency of the agreement.

23. EMPLOYEES OF BOARD NOT INDIVIDUALLY LIABLE:

No official or employee of the Board 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.

24. FORCE MAJEURE:

(a) In the event of either party being rendered unable by Force Majeure to perform any obligation 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. No payments may be made for force majeure period.

(b) The term Force Majeure shall mean acts of God, war, riot, sabotage and acts and regulations of Government of India, State Government or any local Government / authority.

(c) Upon the occurrence 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 immediately not later than 48 hours of the alleged beginning and ending thereof giving full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

(d) The decision of the Deputy Conservator, PPA shall be final and binding in this regard.

(e) Notwithstanding with anything contained therein above the total contract period of seven years will no way be enhanced by way of operation of this clause.

25. BOLLARD PULL TEST:

(a) The firm shall carry out bollard pull test at the time of commencement of contract in presence of surveyor of any classification society and PPA representative and also to produce the certificate. All the expenses towards carrying out of above BP test shall be on the account of contractor, however bollard facility shall be provided by the PPA, free of cost.

(b) Apart from the above, if required by the Port, PPA reserve the right to carry out bollard pull test in presence of Surveyor of Classification Society, limited to seven times during the contract period. In case Bollard pull falls below the required Bollard Pull of 70Ton @ 100% MCR, Penalty shall be imposed @ 5% of the per day hire charges for each ton of Bollard Pull or part thereof. However, if, Bollard pull falls below 5Tons of the required BP and the required Bollard Pull is not restored within 15 days or a substitute tug is not provided for the Tug, Board reserves the right to off hire the tug with imposition of penalty as applicable. All bollard pull tests during tenure of contract carried out by the contractor will be at their cost. However, the time and the fuel consumed for the test will be to the Board's account.

26. TERMINATION OF CONTRACT:

Paradip Port Authority may terminate the contract and the agreement within the contract period for the reason of any major breach of contract agreement with immediate effect along with forfeiture of Performance Security Deposit and debar the firm for a period of two years from participating in any tender of Paradip Port Authority.

27. DISPUTE RESOLUTION:

The Board and the tenderer 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, the matter shall be referred to Conciliation Committee. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

SECTION – III

SCOPE OF WORK & TECHNICAL SPECIFICATION

1. SCOPE OF WORK:

The contract involves "**Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug** including operational crew **for Handling Fully Loaded Cape Vessel and SPM Operation** for assisting Mooring / Un-mooring of VLCCs or ULCCs at the single point mooring (SPM) located about 11KNOT miles from the port and to attend shipping movements in the harbour area & other port operations as per requirement.

BROAD SPECIFICATIONS OF THE TUG AS PER ASTDS:

Sl. No.	Particulars	Specification of Tug
1.	**Age**	The tug shall be built under Amanirbhar Bharat Abhiyan Policy and should not have been built prior to the issuance of Office Memorandum File No. SY-13013/1/2020-SBR, Ministry of Shipping (SBR Division), Govt. of India dtd.15th September, 2020.
2.	**Contract Period**	7 years from the date of commencement of contract.
3.	**Built**	The Tug(s) to be charter hired shall be either of the following :- Under Atmanirbhar Bharat Abhiyan Policy, The tug(s) shall be "**Make in India**" in accordance with ASTDS (Approved standardized Tug Design &Specifications). **Primary Functions** The vessel shall be primarily tasked for ship handling and towing operations. The tug shall be able to perform the following operations: ➢ Berthing/ Un-berthing; ➢ Escort operations within harbour at speeds less than 6 knots (Ship assist operation); ➢ Pushing/Pulling; ➢ Fire-fighting; ➢ Emergency Towing Capability ➢ Oil Spill Response Operations (equipped with Oil Spill Booms); ➢ Personnel /Material Transfer; ➢ Emergency assistance outside harbour areas. **Area of Operation**

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The ship shall operate as a sea going vessel.

<u>Operating Profile</u>

The ship shall be designed for the following operating profile:

<table>
<tr><th>Sl. No.</th><th>OPERATIONAL REGIME</th><th>% of time of operation</th></tr>
<tr><td>1.</td><td>Stand By</td><td>35</td></tr>
<tr><td>2.</td><td>Transit Low speed (<50% max speed)</td><td>25</td></tr>
<tr><td>3.</td><td>Transit High speed (>50% max speed)</td><td>10</td></tr>
<tr><td>4.</td><td>Low Bollard Pull Operation (<50% Max bollard-pull)</td><td>20</td></tr>
<tr><td>5.</td><td>Medium Bollard Pull Operation (50-90% Max bollard-pull)</td><td>8</td></tr>
<tr><td>6.</td><td>High Bollard Pull Operation (>90 % Max bollard-pull)</td><td>2</td></tr>
</table>
<u>MAIN PARTICULARS:</u>

The principal design characteristics of the vessel shall be as follows:

Length overall abt. 33.0 m
Length between perpendiculars abt. 31.3 m
Breadth moulded abt. 11.9 m
Depth midships abt. 5.4 m
Hull draught abt. 4.2 m
Navigational draught max 5.5 m
Gross tonnage<500 GT
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<td>4.</td>
<td>Classification</td>
<td>
The Tug shall be built in accordance with the rules and regulations of the Indian Register of Shipping (IRS) and according to the following notations:

卐SUL, 卐IY, TUG, AGNI 1 (2400 m3/hr)

or equivalent notations of any other IACS member society. For any optional notations in addition to the above, including INWATER SURVEY etc., necessary changes in accordance with the respective class notations shall be made by the builder/designer.
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5.	**Statutory**	The Tug shall be designed and built as Sea Going Vessel complying to latest amendment of Indian MS Rules for sea going ship as applicable at the time of vessel construction. In case the Vessel is to be designed as River Sea Vessel/Coastal Vessel, necessary changes as required by relevant statutory regulations as applicable are to be considered. The vessel shall sail under Indian Flag.
6.	**Rules and Regulations**	➢ Tug shall be in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following: ➢ Indian MS Rules for Seagoing vessels ➢ COLREGS - International Regulations for Preventing Collisions at Sea ➢ Load Lines, 1966/1988 - International Convention on Load Lines, 1966, as Amended by the Protocol of 1988. ➢ MARPOL - International Convention for the Prevention of Pollution from Ships • Tonnage - International Convention on Tonnage Measurement of Ships, 1969. ➢ 2008 IS Code – International Code on Intact Stability, 2008. ➢ International Labour Conference – Maritime Labour Convention, 2006. ➢ IMO regulations A 468 (Noise levels) and ILO Recommendation R141 as far as practicable for tugs. ➢ International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001.
7.	**Bollard Pull capacity**	The vessel shall have a static ahead Bollard Pull of 70 Tonnes at 100% MCR of the engine. The vessel shall achieve a speed of approx. 12 knots at design draught with clean hull at 90% MCR, with wind speed not exceeding BF 3. Bollard pull of the vessel has to be assessed during performance trials. The vessel is to demonstrate a minimum static bollard pull of about 70 tons in the ahead & astern direction with vessel loaded to design draught. During the bollard pull trials, adequate propeller immersion is to be ensured. The depth of water below keel is not to be less than 2 times the maximum draught of the vessel.

		Length of the tow ropes, measured between the stern of the vessel and the test bollard, shall be at least two times the length of the vessel. Bollard pull shall be measured by a calibrated dynamometer. **<u>Area of Operation:</u>** The Tugs shall be operated at SPM 1, 2, & 3 and inside Harbour area of Paradip Port Authority. Whereas, in case of an emergency, the Tug may be required to attend outside port limit for assistance in Emergency Towing / salvage, Fire fighting or Oil spill response activities as per the direction of Deputy Conservator PPA.
8.	**Certificates**	The firm shall provide the following valid certificates at the time of engagement of Tugs. **(a)** Certificate of Classification for Hull and Machinery Survey. **(b)** Bollard Pull Certificate. **(c)** International Tonnage Certificate. **(d)** Load Line Certificate. **(e)** Ship safety Construction Certificate. **(f)** Ship safety Equipment Certificate. **(g)** Radio Telephone Certificate. **(h)** Certificate of Anchors, Chains, Life Saving equipment and Fire fighting equipment. **(i)** International Oil Pollution Prevention Certificate. **(j)** Builder's Certificate. **(k)** Certificates of anchoring and mooring equipment. **(l)** Certificates for Compass adjustment. **(m)** Trim and Stability Booklet. **(n)** MARPOL Annex IV Sewage Pollution Prevention Certificate. **(o)** All other certificates as required by the Class.
9.	**Type of Propulsion**	Z-peller or steerable rudder propulsion system inclusive of Azimuth stern drive tug(s).
10.	**Main Engine**	Twin Engine with wheel house control operations or similar flexible arrangement, IC engines operating on LSHFHSD.

11.	**Auxiliaries**	**<u>FIRE FIGHTING EQUIPMENT:</u>** Fire fighting equipment shall be provided on the vessel in compliance with the requirements for Coastal Vessels, as per DGS Order 01 of 2014 or its latest amendment and Class requirements as applicable at the time of vessel construction. FRP cabinet shall be provided for securing fire hoses and nozzles. Sufficient number of fireman's outfit, breathing air compressor, etc. in compliance with AGNI 1 or equivalent notations to be provided on the vessel. Fire pumps (FIFI) for external fire fighting with dual fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. The total capacity of fire pump should be minimum 2400 m3/hr of water. Foam tanks shall be capable of storing at least 10,000 ltrs.of AFFF foam and shall have foam concentrate of minimum 3%. At the time of commencement of contract, the tug should have at least 5000 ltrs. stock on board. **Fi-Fi Pumps** The FiFi pumps shall provide sufficient water to two fire monitors and water spray system. ➢ Type : Centrifugal ➢ Drive : Engine PTO ➢ Total Capacity: min. 2400 m3/hr (meeting AGNI 1 or equivalent notation) **Foam System** Foam tank(s) of total capacity 10,000 litres, complete with necessary fittings shall be provided. The system shall be provided with line proportioner for foam mixing. The foam type shall be AFFF. **Fi-Fi Monitors** Two (2) single barrel dual purpose monitors each having capacity as per AGNI 1 notation shall be mounted on bridge deck as indicated in the General Arrangement drawing. Capacity: min. 1200 m3/hr (meeting AGNI I or equivalent

		Water Spray System The vessel shall be provided with self-protection measures as required by AGNI -I or equivalent notation. These measures shall include fixed water-spraying system for protection of all outside vertical areas of hull, superstructures and deckhouses including foundations for water monitors and other equipment. The capacity of fixed water-spraying system shall be provided to meet class requirements. The capacity shall not be less than 10 litres per min. per [m2] of the areas to be protected. For areas internally insulated to class A-60, however, a capacity of 5 litres per min. per [m2] may be accepted. The arrangement for water-spraying system is to be such that necessary visibility from the wheelhouse and the control station for remote control of the fire fighting water monitors can be maintained during water spraying. **Fi-Fi Control System** Fire monitors shall have controls for both wheelhouse and local operations. Wherein, a fixed control panel shall be mounted in the wheelhouse with the operator having unrestricted view on the Fi-Fi monitors.
12.	**Power Generation and Distribution**	2 nos. main generators each catering for 100% load of the vessel shall be provided, such that one of these generators will be standby. **<u>Main Generators:</u>** Power Rating: 160 KW(approx.) Voltage: 3x415 V, 50 Hz, 3 wire Insulation: Class-F/F IP: As per class rule AVR: Solid state design or as per maker standard Excitation: Self-excited, self-regulating type with brushless excitation system. Type of cooling: Engine shall be FW/SW cooled, Alternator shall be air cooled or water cooled as per OEM Standard. Generators shall be as per the norms of classification society rules. Generator ratings indicated are preliminary values. The builder shall carry out separate load calculations at the time of

		construction based on the actual electrical rating of equipment to arrive at final load rating of the generators. Voltage and frequency tolerances shall be within the limits specified by the Class rules. Generator space heaters shall also be provided for each generator.
13.	**Performance**	The vessel shall have a static ahead& astern bollard pull of 70 tonnes at 100 % MCR of the engine. The vessel shall achieve a speed of approx. 12 knots at design draught with clean hull at 90% MCR, with wind speed not exceeding BF 3. **<u>Endurance:</u>** The vessel shall be designed for an endurance of 15 days with maximum of 18 hours operation per day **<u>Environmental Conditions:</u>** Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below: ➢ Sea water temperature max. 32° C min. 5° C; ➢ Air temperature outside max. 45° C min. 10° C; ➢ Relative Humidity max. 90% min. 50%
14.	**Anchoring, Mooring & Towing Equipment**	Anchoring, mooring equipment and towing arrangement shall be provided as per Classification Society requirements. **ANCHORS WITH CHAIN & EQUIPMENT:** **Anchors and chains** - Two HHP stockless type anchors in pockets - Grade 2, stud link **Windlass**- Arranged in the forecastle deck Anchor windlass shall be combined with forward towing winch. **<u>MOORING EQUIPMENT:</u>** **<u>Mooring Capstan:</u>** Mooring equipment shall be provided as per class requirement. Mooring rope, towing rope, heaving line, hawser lines as per applicable class rules shall be provided. Electric/hydraulic Mooring capstan with 5 tonne line pull & controls near the capstan.

		TOWING EQUIPMENT: **Towing winch & rope:** Polypropylene ropes should be of minimum 220 m length & 96 mm diameter duly tested and certified or any other light weight rope of adequate strength mounted on winchfor making fast to the vessel. Mooring rope, towing rope, heaving line, hawser lines as per applicable class rules shall be provided. **Forward Towing System:** Equipped for ship assist operation with winch and staple. In general, towing system to have a load rating of 70 tonnes. Winch Type - Anchor Towing Winch Drive type - Electro-hydraulic Drum configuration - Single drum Towline force – 70Ton, up to 5 m/min Brake holding load - minimum 175 tonnes at 1st layer of drum Safety features - emergency quick release and other safety features in accordance with Class requirements. Hauling speed of anchor shall be at least 10 m/min. Controls shall be provided both locally and from wheelhouse. **Aft Towing Hook:** Towing Hook with quick releasing system, which can be operated from the wheelhouse and from the main deck near the hook, may be provided for aft towing. Safe working load - min.70 T Sufficient rope guiding arrangements such as tow pin/gob eye may be provided on the aft deck. **Aft Towing Winch:** An electro-hydraulic towing winch shall be installed at the aft complete with double drums capable of doing independent operations, brakes, clutch etc. Brake holding capacity of the winch shall be at least 175 T. It shall be capable of generating a towline force of 70 T.

		Minimum breaking load and towline length shall be as per the class requirements/guidelines. The winch controls shall be provided both locally and from wheelhouse. Aft staple fabricated in mild steel to be provided for guiding ropes from aft towing winch. **<u>Facility for embarking & disembarking of pilots to and from the Vessel:</u>** **To provide suitable clear deck space for safe embarking & disembarking of pilots to and from the vessel at the forward bow.** **<u>Provisions for Emergency Towing</u>** The following provisions to be considered for emergency towing operation: – ➢ A double drum aft towing winch, wherein each drum is capable of independent operation. ➢ Two set of towing wires of adequate strength and length. Out of these, the main towing wires shall be spooled onto one of the winch drums and the spare wire should be stowed on the other winch drum. ➢ At least two towing pennants having a breaking strength not less than the required breaking load of main towing wire. ➢ Adequate number of towing shackles having sufficient safe working load.
15.	**Fuel and water capacity**	Tug should have sufficient capacity to remain for 15 days with maximum of 18 hours operations per day at a stretch at sea, if required. The capacity of fuel oil, lube oil and fresh water shall be designed for minimum capacities to be provided are as given below: Fuel Oil - approx. 170 m3 Fresh Water - approx. 30 m3
16.	**Dry Docking**	Completed as per Class requirement at the time of engagement.
17.	**Communication**	Radio installation according to GMDSS Sea area A3 to be

	Equipment	provided. Spare parts and tools according to National requirements. Radio Equipment Conforming to GMDSS 2nos. VHF with DSC and watch receiver 1 no. MF/HF with DSC and watch receiver 2 nos. INMARSAT C 1 no. Navtex 1 no. EPIRB 1 no. SART 2 nos. Hand held VHF **CALLING, COMMAND AND TELEPHONE SYSTEM:** Separate systems shall be provided for talk-back and loudhailer system. **Telephone System/PA System:** Telephones to be available in Wheel house, MSB room, Cabins etc. Loudspeakers for PA function to be mounted in public area such as corridors, mess/cabins, etc. **LIGHT AND SIGNAL EQUIPMENT:** **Main Navigation light indication and control panel:** A galvanic isolated 24V power supply system to be provided for navigation and signal lights. The primary power supply system to be from 230V main system and with changeover to emergency supply in case of failure in main system. **Whistle:** Ship whistle with automatic controller to be fitted according to Regulatory requirements. **Bell:** One bell to be provided according to Regulatory requirements. **Search Lights:** 2 nos. searchlights shall be provided as per the classification/ regulatory requirements.

18.	**Navigational Equipment**	As per the Statutory requirements. **NAVIGATION EQUIPMENT** Navigation equipment is to comply with the requirements as per the latest amendment of SOLAS applicable during the time of construction of the vessel. **RADAR PLANT** The following equipment to be installed in wheelhouse: One (1) off Daylight, colour S-band (10 cm) ARPA radar, 96 N. miles. 21" LCD display and 12' scanner according to manufacturer's standard. One (1) off Daylight, colour X-band (3 cm) True Motion radar, 72 N. miles. 21" LCD display and 6,5' scanner according to manufacturer's standard. Both radars shall have gyro interface. Radar inter-switch to be provided. **SATELITE NAVIGATOR** Two (2) off 12 channel DGPS Navigators to be installed. **GYRO PLANT, AUTOMATIC STEERING, COMPASS** **Gyro plant** The Gyro plant to be as per class requirement. One (1) off Autopilot system complete consisting of: Control panel and Display with Operator Controls and built-in Digital repeater and digital Heading. Electronic unit with connection for gyrocompass, magnet compass and rudders. Output to be analogous or solid-state type and alarm for off course and power failure to be included. **Compass** One (1) off Magnetic compass with min. 8" compass card and having good setting ability to be delivered and installed. Course detector for connection to autopilot to be included. Certificates and deviation schedules to be delivered. One (1) off Spare compass in a box to be delivered. **SPEED LOG & ECHO SOUNDER:** One (1) No. Water-tracking Doppler speed log with necessary output for navigation equipment. One (1) No. Navigational echo sounder to be provided.

		OTHER NAUTICAL EQUIPMENTS: **Automatic Identification System (AIS)** Automatic Identification System (AIS) An automatic identification system shall be provided according to SOLAS requirements. **ECDIS** One (1) Electronic Chart Display and Information System, ECDIS, is to be provided as main chart system. The system is to be compatible with Electronic Navigational Charts of latest S57 format specified by the IHO and for C-Map charts and to be type approved according to IEC 61174. Installed forward at Workstation for traffic surveillance/ navigation/ manoeuvring. Display to be 21". One (1) Electronic Chart Display and Information System, ECDIS, is to be provided as backup chart system. The system is to be compatible with Electronic Navigational Charts of latest S57 format specified by the IHO and for C-Map charts and type approved according to IEC 61174. Installed forward at Workstation for Navigation support. Display to be 21". ECDIS shall consist of: - 21" - LCD industrial monitor forward - Track ball and keyboard (may be integrated in one unit) - CD-ROM for downloading of chart database - Interface to DGPS, radar, echo sounder, gyrocompass and speed log. **Anemometer:** One (01) set of anemometer to be provided.
OIL SPILL RESPONSE EQUIPMENT		
19.	**Oil Spill Dispersant Arm**	Oil Spill dispersant spraying arms installed on the main deck on both the sides. Oil Spill Dispersant storage tank(s) with a total capacity of at least 5 m3 shall be provided. Initially 5 m3 of OSD to be supplied along with Tug.
20.	**Oil Spill Containment Boom**	The vessel shall be capable of handling near shore booms of total length of 1000m, stowed on adequate number of boom reels as per the OEM standards.

		Out of this, one no. boom reel shall be carried on the aft deck of the vessel as indicated in the GA. Additional reels may be carried on the aft main deck based on operational demands.
21.	**RESCUE BOAT**	One (1) no. rescue boat of suitable type meeting SOLAS requirements shall be provided, such that the recovery time of the boat shall be less than 5 minutes.
22.	**LIFE RAFTS**	One or more inflatable life rafts (SOLAS Pack B) with relevant certification shall be provided as required by latest amendment of SOLAS applicable at the time of construction of the vessel. They shall be mounted on either side with suitable supports. All life rafts shall be in accordance with the latest SOLAS requirement and shall be provided with hydrostatic release arrangement. The life rafts shall be stowed in self-launching cradles and secured with release lashing. The location of life rafts shall be as per approved LSA plan/general arrangement drawing.
23.	**SEWAGE TREATMENT PLANT (STP)**	One (01) off sewage treatment plant of adequate capacity shall be provided. The requirement of Sewage Treatment plant as per statutory requirement. Shore Discharge flange to conform to MARPOL 73/78, Annexure 4, Regulation 10.
24.	**Manning**	Tug should be manned as per SMD issued by DG Shipping for Harbour Manning / Coastal Manning
25.	**Registration**	Tug has to be registered and manned as per River Sea Vessel Type - 4 or sea going vessel under MS Act.
26.	**Classification**	IRS or any other IACS member of classification society.
27.	**Shore power**	Shall be supplied free of cost by Paradip Port Authority when secured at berth.
28.	**Fuel**	Shall be supplied free of cost by Paradip Port Authority as per actual consumption limited to quoted quantity.
29.	**Fresh Water**	Shall be supplied free of cost by Paradip Port Authority for the vessel's consumption.
30.	**Lubricants**	Contractor's supply

31.	**Crane**	Type - Knuckle boom Safe working load - Not less than 3.0 Ton SWL at min. 12 m working radius Power - Dedicated electro-hydraulic power pack as per makers' standard Requisite calculations, as mandated by the class for ensuring the stability of the vessels shall be performed and demonstrated by the Builder to the Class, if the crane size is different from the above.
PROVISIONS FOR EMERGENCY TOWING		
32.	**In accordance with Merchant Shipping Notice No. 11 of 2025 dtd.10/10/2025 issued by Nautical Surveyor and DDG (Tech), Directorate General of Shipping Mumbai.** **Subject: Deployment of Tugs having Sea-going capabilities for Emergency Response at Indian Ports.** Alternatively, the supplied ASTDS 70 Ton BP tug should be able to act as an Emergency Towing Vessel (ETV) having the required capabilities and specifications stated below, which shall remain in a state of constant operational readiness to respond immediately to Maritime Emergencies such as towing disabled vessels, fire-fighting, pollution response and other contingencies. This tug should be able to provide an immediate response for a period of 3-5 days, until owners / salvors mobilize a suitable tug / asset for their operations. The tug shall be manned by duly certified personnel in accordance with the prescribed Indian Coastal Manning Scale. In cases, coastal manning scale is not maintained during routine harbour operations, the Contractor shall ensure that appropriate crew augmentation arrangements are identified in advance with the and can be activated to achieve the required manning scale within twelve hours of the emergency notification issued by the Directorate General of Shipping. In emergency situations, the DGS may facilitate necessary dispensation for manning, accommodation, etc. for the designated tugs to commence the operation swiftly. Further, the tug operators shall ensure that crew engaged on such tugs are provided with practical training in handling adverse weather conditions and undertaking emergency response operations. It may be noted that the deployment of the tugs stipulated in this MS Notice are not intended to perform salvage functions or to replicate ocean-going salvage capacity, but to deliver first response and stabilisation until specialized assets are in place. However, the availability of such tugs is vital to provide immediate support to the Indian Coast Guard and Navy. Also within 24 hours' notice from the Port Authority instead of 12 hours from DG

Shipping to arrange necessary manning and insurance coverage appropriate to the emergency activities to be undertaken. Port will reimburse the additional cost of manning and insurance as per actual.

ADDITIONAL TECHNICAL SPECIFICATION FOR OCEAN GOING TUGS TO PERFORM THE FUNCTION OF EMERGENCY TOWING (ETV)

Sl. No.	Criteria	Recommended Specifications for Ocean Going Tugs
a.	Towing	Towing gear arrangement with accessories. Length of towing wire should be at least 600 mtrs. and Breaking strength should be proportionate (at least 3 times) to the bollard pull (70T). (MSC 884 'General formulation for the towline', Clause 12.9).
b.	Hawsers	Hawsers of adequate size i.e. not less 56 mm diameter and the length to not be less than 180 mtrs. (Or) 2 hawsers of 110 mtrs. length with connection.
c.	Space	The area of the deck working space shall be not less than 70 sq. mtr.
d.	Life Saving Equipments	Lifesaving equipment / survival kit and first aid material with Neil Robertson stretcher as per statutory requirement for her size and operation.
e.	Endurance	Vessel should have endurance for at least 10 days RTB (Return to Base) for replenishment of fresh water, provision, manning, etc.

1. The Contractor will be responsible for keeping the Tug in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualing, dry docking and repairs, survey etc. will be to the account of the contractor. Paradip Port Authority will provide fresh water, fuel, berthing facilities and shore power supply when the Tug is berthed at the Wet Basin. Foam compound& OSD required for fire fighting will be supplied by the contractor along with the delivery of the Tug at the time of deployment, Port Authority will replace foam compound and OSD as and when required after consuming the stock.

2. The firm shall carry out bollard pull test at the time of commencement of contractor in presence of surveyor of any classification society and PPA representative and also to produce the certificate. All the expenses towards carrying out of above BP test shall be on

the account of contractor, however bollard facility shall be provided by the PPA at free of cost.

3. The mobilization and the de-mobilization of the Tug shall be on the account of the contractor. During the dry docking period of the Tug, substitute of same bollard pull Tug or higher bollard pull will have to be provided by the contractor. On the arrival of the Tug at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of Tug, PPA shall pay for the fuel oil remaining on-board and at the time of the termination of contract, the costs of the fuel on board will be adjusted from the Contractor's bill or the firm has to pay to PPA.

4. **Contractors to provide:** Except as otherwise stated in this tender or as may be agreed from time to time, Contractors shall provide and/or pay for all requirements, cost or expenses relating to the Tug, her Master and crew which, without prejudice to the generality shall include but not limiting to:

(a) Dry docking, repairs and all expenses associated therewith.

(b) Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Offices and crew including their insurance.

(c) Deck, cabin and engine room stores.

(d) All necessary lubricants.

(e) Adequate no. of Towing ropes tested & certified.

(f) P & I covering wreck removal & various risks and H & M insurance of the vessel.

(g) All customs or import duties arising in connection with any of the foregoing.

(h) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on the income of the Contractor, its employees or any levies etc, on any purchase made by the Contractor, and/ or any penalties imposed by any authorities from time to time.

(i) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by the Contractor.

5. The Contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator 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.

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.

7. Joint survey will be carried out at Paradip Port Authority by representative of Deputy Conservator & contractor representative to assess the quantity of fuel on board during every on hire and off hire of the Tug.

8. PPA will not be responsible for any damage suffered by the Tug due to failure of machinery or errors of the Master and crew or any reason whatsoever. However, damage if any occurred while assisting vessels during shipping operation may be brought to the notice of the Deputy Conservator immediately upon the incident.

9. The Tug and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.

10. The security of the Tug and the crew will be the responsibility of the Contractor.

11. The Contractor shall provide and maintain an office at Paradip for accommodation of his agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. PPA may provide available office space and quarters on request of the Contractor for setting up local office and accommodation of officers & workers of the Contractor depending on the availability. Necessary approved charges of the Port Authority will have to be paid for the above by the Contractor.

12. The Contractor shall be liable for pollution damage and the cost of clean-up which has occurred due to Contractor's 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 of any pollutants from the Tug.

SECTION – IV

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. BID SUBMISSION PROCEDURE:

The bidder shall submit their bids on line; no manual bids shall be accepted.

2. TENDER FEE :

The bidder must upload self-signed acknowledgement copy for deposits of cost of tender fee along with other documents

OR

The exemption towards submission of Tender Fee shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) on submission (uploading) of certificate in the first cover.

3. EMD

The bidder must upload self-signed acknowledgement copy for deposits of EMD along with other documents.

OR

The bidder may submit the EMD in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. The e-Bank Guarantee to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority.

OR

The bidder may submit the EMD in shape of Demand draft / Banker's cheque / Insurance Surety Bonds / Fixed Deposit Receipt from Insurance Company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. **Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid failing which the bid shall be treated as non-responsive.**

OR

The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME

(Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate in the first cover.

4. INSPECTION (OIC/EIC):

The operation of the Tug shall be carried out under the supervision of Harbour Master and Pilots or their representative and the fuel oil supply and consumption shall be under the supervision of Senior Marine Engineer or his authorised representative.

5. BID EVALUATION:

The tender shall be evaluated on the basis of total quoted amount in "Bill of Quantity" excluding the GST and including the Fuel (HSD) cost for the quoted quantity at the mentioned rate.

6. PAYMENT TERMS:

The firm shall raise the bill for monthly hire charges along with work done certificate and fuel consumption report duly signed by Harbour Master / Pilot/ Tug Master Class-I or any designated officer and Senior Marine Engineer / Marine Engineer respectively. Payment shall be released within 15 days from the date of receipt of bills in duplicate. GST will be paid extra as per prevailing rate. However if payment of bill is delayed beyond 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e. RTGS/ e-transfer.

1st bill payment to the Contractor shall be made based on the tax invoice copy submitted by the Contractor. The Contractor is required to submit the supporting documents evidencing previous deposit of GST to the GST Authority from the 2nd monthly bill onwards failing which the bill will not be processed.

No Claim for payment from a contractor shall be entertained after the lapse of three years from the date of arising of the claim.

7. (A) PENALTY:

If a Tug is non-operative and / or unavailable and Deputy Conservator is denied use, penalty will be levied from the time and date of such non-operation / unavailability after allowing any down time to the credit of the Contractor up to the time and date of break down / non-operation as follows, in addition to non-payment of hire charges:

From the time and date of such non-availability /

Non-operational up to 14 days	……	15% of hire charges per day or part thereof on pro-rata basis.
15 to 21 days	……	30% of hire charges per day or part thereof on pro-rata basis
Beyond 21 days	……	50% of hire charges per day or part thereof on pro-rata basis.

In case the offered Tug is not available for operation for more than 30 days, which includes the day the Tug becomes non-operational and includes the down time period, then a suitable replacement having similar/better technical specifications shall be provided from 31st day by the Contractor at no extra charge. The Contractor can offer the replacement Tug even before 30 days. However, the fuel consumption of the replacement Tug shall be restricted to the declared fuel consumption of the original Tug and cost of any excess fuel consumption of the replacement Tug over the declared fuel consumption of the original Tug shall be recovered. In case of non-deployment of the Tug beyond 60 days, further extension may be considered on imposition of penalty @ 100% of hire charges subject to approval of Chairman PPA or PPA reserve the right to terminate the contract along with forfeiture of Performance Security Deposit. If the contract is terminated, then the down time to the credit of the Contractor will lapse and in case the downtime availed is in excess of the downtime due after each month of service even though credited at the beginning of the year.

(B) Replacement of Tug during contract period:

The Contractor may replace the deployed tug by an ASTDS **sister / similar / better tug** during the contract period provided the bollard pull criterion as specified in the tender is met and fuel consumption is same or lower than as stated by the Contractor in the bid. The Contractor shall submit all details of the substitute tug and obtain the approval of the Deputy Conservator before deployment. The substitute tug shall be accepted after successful Bollard Pull Test of 70 T.

8. GATE PASS:

Gate passes for men & materials will be provided to the Contractor as per Port Rules on payment of applicable charges.

9. SUBMISSION OF PERFORMANCE SECURITY DEPOSIT (PSD) AND SIGNING OF AGREEMENT:

The selected firm shall have to submit the Performance Security Deposit within 30 days from the date of issue of Letter of Award (LoA):

(a) A sum of 10% of contract value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format valid for 7years + 02 months or initially valid for 2 years and extended annually till 2 months beyond completion of the contract.

OR

The contractor, upon award of contract has to deposit Demand draft / Banker's cheque of 10% of total Contract value drawn in favour of Financial Advisor and Chief Accounts Officer, Paradip Port Authority, Paradip – 754142 payable at Paradip-754142 drawn on any Nationalized Banks / Scheduled Commercial Banks having its branch at Paradip.

OR

Performance Security may be furnished in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable format safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 7years + 02 months.

The Performance Security Deposit shall be as per format <u>APPENDIX – VI & VIA.</u>

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(b) The tenderer, whose offer has been accepted shall execute an agreement with PPA on a Rs.100/- non judicial stamp paper in the prescribed format within 15 days from the date of submission of PSD. All the expenditure in connection with signing of agreement shall be borne by the tenderer.

(c) If the Contractor fails to submit the PSD & EASD by scheduled date, then the following conditions shall be applicable:

(i) The delay condonation will be for a period of 15 days beyond scheduled date as mentioned in Letter of Award (LoA), at the written request of the Contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 5% over the original (as per LoA) security deposit / e-BG value.

(ii) The above period can be further extended for another 15 days at the written request of the contractor on genuine grounds acceptable to Port with an additional security deposit / e-BG of 10% over the original (as per LoA) security deposit / e-BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit ISD / EASD / PSD even within the extended period of 30 days after the scheduled date as mentioned in Letter of Award (LoA), his bid shall be summarily rejected and the bidder will be debarred from participating PPA tenders for a period of 02 (two) years apart from forfeiting his tender EMD. In case of MSME bidders, as there is no EMD, MSME Authority will be informed for necessary action at their end.

10. <u>DATE OF COMMENCEMENT OF CONTRACT AND CONTRACT PERIOD</u>:

The tenderer shall commence the work within 18 months from the date of issue of Letter of Award (LoA) on mutually agreed date. The contract shall remain valid for a period of 07 years from the date of commencement of service. However, contract can be extended beyond seven years on mutually agreed basis at the same rate, terms and conditions for a reasonable period to meet operational requirement.

11. <u>LIQIUDATED DAMAGE:</u>

If the tenderer fails to commence the work within the stipulated period of 18 months, Liquidated Damages (LD) at the rate of Rs.50,000/- (Rupees Fifty Thousand only) per day will be levied up to period of 15 (fifteen) days, thereafter PPA reserves the right to extend further subject to approval of competent authority with payment of penalty @ Rs.1,00,000/- per day on advance payment of LD amount for the requested period of extension(maximum LD amount should not exceed 10% of contract value) or the contract may be cancelled along with forfeiture of Performance Security Deposit and debarment from participation in any tender of PPA for a period of 02 (two) years.

12. <u>TERMINATION OF CONTRACT</u>:

Paradip Port Authority may terminate the contract and the agreement within the contract period for the reason of any major breach of contract agreement with immediate effect along with forfeiture of Performance Security Deposit and debar the firm for a period of two years from participating in any tender of Paradip Port Authority.

13. <u>DISPUTE RESOLUTION:</u>

The Board and the tenderer 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, the matter shall be referred to Conciliation Committee as per Circular No.AD/LEO/122-02/2012/2242 Dt.09/15/09/2020 of Secretary, PPT. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

APPENDIX – I

TECHNO-COMMERCIAL INFORMATION

1. Name of the Bidder :

2. Present address with Telephone/Mob. Nos. e-mail id and name of the contact person :

3. Whether you accept all the terms and conditions of the contract : Yes / No

4. No deviation of the conditions of the contract or conditional offers is acceptable

Signature of the firm's owner or Representative

APPENDIX – II

FORM OF TENDER

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority

1. Having examined the general information and conditions of contract and having satisfied ourselves of the work to be carried out for **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"** we offer to take up the work.

2. We further undertake, if our tender is accepted, to deposit 10% of contract value within 30 days from the date of receipt of Letter of Award (LoA) in shape of e-Bank Guarantee / Insurance Surety Bond / Fixed Deposit / Demand Draft / Banker's Cheque / online transfer as Performance Security Deposits (PSD).

3. We further undertake, if our tender is accepted we shall prepare and execute the agreement in the prescribed form within 15 days from the date of submission of PSD. Unless and until a formal agreement is prepared and executed, this Tender, together with your written acceptance thereof, shall constitute a binding contract between us.

4. We undertake to abide by our tender for a period of 180 days from last date of submission of bid or such extension of time as may be accepted by us and same shall be binding on us and you are entitled to accept the same at any time before the expiration of the said period.

5. We have submitted e-BG/Demand Draft/Fixed deposit/Insurance surety bond/ transferred EMD of **Rs.1,77,06,816/-**through RTGs / NEFT to A/c. No. 0254104000169615 of PPA maintained with IDBI Bank Ltd., Paradip. We have also transferred Tender Fee of **Rs.10,000/- + 18% GST = Rs.11,800/-**through RTGs / NEFT to Account No. 0254104000169615 in favour of Paradip Port Authority, Type of Account – SAVING, Branch: IDBI Bank Ltd., IFSC CODE: IBKL0000254.

OR

Confirm that we have submitted the copy of valid registration certificate from NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khai & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / UAM (Udyog Aadhar Memorandum) in the first cover.

6. We further agree that in the event our withdrawing of the tender before the final decision or in the event of our failing to deposit the security deposit in the event our tender is accepted or failing to execute an agreement within prescribed time from the date of receipt

of the order to commence the work, the deposit of EMD indicated above shall stand forfeited to the Port Authority.

7. We understand that you are not bound to accept the lowest or any tender you may have received.

Dated,_____ Signature _____

In the capacity of _____ duly authorized to sign the tender for and on behalf of (name and address of the company/firm).

Witness: 1 Signature _____

Address _____

Witness: 2 Signature _____

Address _____

APPENDIX – III

ELIGIBILITY INFORMATION

Cover – 1 – Details of Tender Fee & EMD:

Sl.No.	Description of Documents	Whether submitted by the bidder(Yes/No) & Ref. of page No.
1.	Proof for submission of **Tender Fee of Rs.10,000/- + 18% GST = Rs.11,800/-** (Through RTGs / NEFT). The bidder must upload self-signed acknowledgement copy for deposits of tender fee in the first cover **OR** copy of registration certificate from NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board/ MOMSME (Ministry of Micro, Small and Medium Enterprises)/ UAM (Udyog Aadhar Memorandum) in the first cover.	
2.	Account No. 0254104000169615 In favour of Paradip Port Authority Type of Account – SAVING Branch: IDBI Bank Ltd. IFSC: IBKL0000254 The bidder must upload self-signed acknowledgement copy for deposits of EMD along with other documents in the first cover. OR The bidder may submit the EMD in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format. The e-BG towards EMD shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. The e-Bank Guarantee to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority. **OR** The bidder may submit the EMD in shape of Demand draft / Banker's cheque / Insurance Surety Bonds / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable form safeguarding the Purchaser's interest in all	

	respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority which shall be valid for 45 days beyond the Bid Validity period i.e. 225 days. **Also to submit the original hard copy within 07 (Seven) days from last date of submission of bid.** OR The exemption towards submission of EMD shall be considered for the bidders those who have registered with NSIC (National Small Industries Corporation) / MSE (Micro and Small Enterprises 2012) registered with District Industries Centre (DIC) / KVIC (Khadi & Village Industries Commission) / KVIB (Khadi & Village Industries Board) / Coir Board / MOMSME (Ministry of Micro, Small and Medium Enterprises) / URC (Udyam Registration Certificate) submission (uploading) of certificate in the first cover.	

Cover -2 – PRE-QUAL / *TECHNO-COMMERCIAL BID*

Sl. No.	Description of Documents	Whether submitted by the Tenderer (Yes/No) & Ref. of page No.
3.	At the time of submission of Bids, the tenderer should own the vessel offered for hire to the Paradip Port Authority. **A.** If the Tug is in the name of bidder then following documents shall be submitted: Technical Specifications of the tug being offered in format **APPENDIX – IV** along with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull Test Certificate etc. all valid at the time of offer and Class certificate must have annual endorsement as applicable. If the tug is not in the name of bidder, then, the firm shall submit Technical Specification of the tug being offered in format **APPENDIX – IV** with its GA Plan & other drawings, Certificates like Registration Certificate, Certificate of Class, Record of Safety Equipment, Bollard Pull Test Certificate etc. all valid at the time of offer &Class certificate must have annual endorsement as applicable and Legally binding / enforceable MoU with the owner on a Rs.100/- Non-judicial stamp paper.	

	PPA may seek any other details / documents which it may feel as necessary to ascertain and establish the competence in all respects. **B.** For tugs under construction or a new built tug, bidders shall submit legally binding / enforceable MoU with the owner / builder on an Rs.100/- Non-judicial stamp paper as per the ASTDS technical specification and as amended. **N.B.: The offered vessel must have been classed with any one of the IACS members (Copy of Classification Certificate to be submitted along with Technical / Pre-qualification Bid.**	
4.	The tenderer should have annual average turnover of at least **Rs.26,56,02,238/- (Rupees Twenty-six Crores Fifty-six Lakhs Two Thousand Two Hundred Thirty-eight) only** per annum during last 03 years, i.e. 2022-23, 2023-24 & 2024-25 as per audited report by the chartered account firm (Proof to be provided).	
5.	Scanned copy of work order and original experience certificate with executed value of having successful completion of similar type of work during the last **07 (Seven) years** ending on **31st August, 2026** should either of the followings: **(a)** Three similar completed works each costing not less than **Rs.35,41,36,318/- (Rupees Thirty-five Crores Forty-one Lakhs Thirty-six Thousand Three Hundred Eighteen) only excluding GST;** **(OR)** **(b)** Two similar completed works each costing not less than **Rs.44,26,70,397/- (Rupees Forty-four Crores Twenty-six Lakhs Seventy Thousand Three Hundred Ninety-seven) only excluding GST**; **(OR)** **(c)** One similar completed works costing not less than **Rs.70,82,72,635/- (Rupees Seventy Crores Eighty-two Lakhs Seventy-two Thousand Six Hundred Thirty-five) only excluding GST**. **Note:** **(i)** **Similar works means:** The firm must have experience in Supplying, Manning, Maintenance and Operation of Harbour or Sea Going Tugs / Offshore Supply Vessels / Dredger / Merchant Ships (Copy of Work Order / contract Agreement & Work	

	Completion or Performance Certificate from the Owner / Employer to be submitted as proof). **(ii)** If any firm is having running contract but partial completed period is meeting the above amount of eligibility criteria as on **31st August, 2026**, then the firm can also participate in the tender. **(iii)** Scanned copy of Original TDS Certificate must be furnished if the work Completion Certificate from any Private Organization is submitted. **Format for TDS details for the similar works** as per **APPENDIX – X to be filled up, signed by the Chartered Accountant firm with UDIN No. and submit along with technical bid.** **(iv)** In case of any firm submits the similar work experience from foreign firm, they must submit the TDS Traces / Certificate or exemption certificate from IT Department, Govt. of India.	
6.	Copy of PAN Card, GST Registration Certificate to be enclosed.	
	Power of Attorney, on stamp paper if required, in favour of person authorized to sign the tender document.	
7.	**UNDERTAKING BY THE BIDDER (in the firm's Letterhead duly signed and stamped)** should be submitted in format at **APPENDIX – IX along with Technical bid.**	
8.	The bidder shall download the Integrity Pact format available in **APPENDIX – XI** in the tender document and to be uploaded by the bidder **along with the technical bid** duly signed by the same signatory who signed the bid, i.e. who is duly authorized to sign the bid and to make binding commitments on behalf of his company. ***Any bid not accompanied by Integrity Pact duly signed by the bidder shall be considered to be a non-responsive bid and shall be rejected straightway***. In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s). Also the bidder to submit the hard copy of Integrity Pact within one week from the last date of submission of the tender to the office of tender inviting authority. The Integrity Pact signed by the Purchaser and the bidder (successful bidder – Contractor) shall be made part of the contract agreement.	

Cover-3 (FINANCIAL/ PRICE BID):

09.	It shall contain the Price Bids for the work in the Bill of Quantity	

	[BoQ] format. In the e-Procurement Portal, an intelligent Bill of Quantity in Microsoft Excel format shall be made available to the bidder. For item rate tenders, the bidder shall fill in rates in figures and should not leave any cell blank. The line item total in words and the total amount shall be calculated by the system and shall be visible to the bidder. He has to only write (type) the figures, the words will be self-generated (Enabling macros).	
10.	**Fuel Consumption:** The tenderer has to specify the average fuel consumption for 02 nos. Main Engines per running hour and for 01 no DG set per running hour in litres considering various port operations indicated in the Scope of Work. PPA will consider 12 operational hours for running of 02 (two)Main Engines and 01 (one) DG set per day for evaluation purpose only and work out the expenses of fuel by considering the rates of the appropriate fuel at the market rate prevailing as mentioned in the BOQ. During the course of deployment, if the fuel consumption is found above the declared consumption per operational hour of Main engines and DG set, the cost towards the excess consumption of fuel will be recovered from the monthly Bills of the firm and cost of fuel will be considered on the basis of the prevailing market rate. The information on fuel consumption must be indicated in the price bid format (BoQ). Non-submission of the same will make the price bid invalid.	

Signature of Contractor with Seal

APPENDIX – IV

TECHNICAL SPECIFICATION OF TUG

Sl. No.	Description	Requirement of PPA	Offered by the Bidder
1.	Name of the Tug/Call Sign	-	
2.	Official No.	-	
3.	Class	-	
4.	Gross Tonnage	< 500 GT	
5.	Bollard Pull (Ahead & Astern) at 100% MCR	70T	
6.	Year of Built	As per Sl. No. 1 & 3 of BROAD SPECIFICATIONS OF THE TUG AS PER ASTDS, under Section - III "Scope of Work & Technical Specification".	
7.	L.O.A.	About 33m	
8.	Breadth (mld)	abt. 11.9 m	
09.	Depth (mld) main hull	abt. 5.4 m	
10.	Draft (max)	5.5m	
11.	Speed @ 90% MCR	12 kts	
12.	Flag / Nationality	Indian	
13.	Port of Registry	-	
14.	Main Propulsion Engines: Make: BHP	Twin Engine with wheel house control operations or similar flexible arrangement, IC engines operating on LSHFHSD.	
15.	Propulsion and steering	Z-peller or steerable rudder propulsion system inclusive of Azimuth stern drive tug(s).	
16.	Auxiliaries:	Total no of DG sets on	

	Total no of DG sets on board: Rating of each DG set in KVA: Total shipload in KW:	board: 02 nos. Power Rating: 160 KW(approx.) Voltage: 3 x 415 V, 50 Hz, 3 wire	
17.	Fuel Capacity	Approx. 170 m3	
18.	Fresh Water capacity and Consumption per day	Approx. 30 m3	
19.	Towing arrangement Towing winch (Tons) (Fwd& Aft): Towing hook (Tons)…… SWL	70 T	
20.	Communication equipment (Specify each equipment)	As per Sl. No. 17 of BROAD SPECIFICATIONS OF THE TUG AS PER ASTDS, under Section - III "Scope of Work & Technical Specification".	
21.	Navigation Equipment (Specify each equipment)	As per Sl. No. 18 of BROAD SPECIFICATIONS OF THE TUG AS PER ASTDS, under Section - III "Scope of Work & Technical Specification".	
22.	External Fire Fighting equipment with nos. and total capacity: (Min 2400M^3/hr)	As per Sl. No. 11 of BROAD SPECIFICATIONS OF THE TUG AS PER ASTDS, under Section - III "Scope of Work & Technical Specification".	
23.	Manning (As per requirement of statutory authority)	Tug should be manned as per SMD issued by DG Shipping for Harbour Manning / Coastal Manning.	
24.	Towing	Towing gear arrangement with accessories. Length of towing wire should be at least 600 mtrs. and Breaking strength should	

		be proportionate (at least 3 times) to the bollard pull (70T). (MSC 884 'General formulation for the towline', Clause 12.9).	
25.	Hawsers	Hawsers of adequate size i.e. not less 56 mm diameter and the length to not be less than 180 mtrs. (Or) 2 hawsers of 110 mtrs. length with connection.	
26.	Space	The area of the deck working space shall be not less than 70 sq. mtr.	
27.	Life Saving Equipments	Lifesaving equipment / survival kit and first aid material with Neil Robertson stretcher as per statutory requirement for her size and operation.	
28.	Endurance	Vessel should have endurance for at least 10 days RTB (Return to Base) for replenishment of fresh water, provision, manning, etc.	

Signature of Contractor with Seal

APPENDIX – V

e-BANK GUARANTEE FORMAT FOR EMD

KNOW ALL BY THESE PRESENT THAT _____ (Name of the Bank), a Banking Corporation carrying on banking business including Guarantees at Paradip and other places and having its office at _____ (hereinafter called 'The Bank' which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns).

WHEREAS the Board of Paradip Port Authority constituted under the Major Port Authority Act 2021 (hereinafter called 'The Board' which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and assigns) had invited tenders for _____ (hereinafter called Tender) as per Instructions to the Tenderers, General Conditions of the Contract, Scope of work, Specifications and Price schedule covered under 'Tender'.

AND WHEREAS M/s_____ (hereinafter called the 'Tenderer') has offered to carry out the work under the said Tender.

AND WHEREAS under the conditions of the tender, the Tenderer is required to give an Earnest Money Deposit in the form of e-Bank Guarantee from a Scheduled Bank for the sum of Rs._____ (Rupees_____).

AND WHEREAS M/s. _____ have requested the Bank to furnish a Guarantee to the Board for the sum of Rs._____ (Rupees_____).

NOW THIS IDENTURE WITNESSETH that the said Bank do hereby stand surety for the said sum of Rs._____ (Rupees_____ _____) AND DO HEREBY GUARANTEE TO AND COVENANT WITH AND irrevocably agree to pay to the Board upon demand in writing without referring to M/s. _____ (Name of the Tenderer) and without questioning the right of the Board to make such demand or the propriety or legality of such demand, such sum or sums not exceeding in the whole a sum of Rs._____ (Rupees_____) as may be payable to the Board by the Tenderer by reason of withdrawing his tender before the expiry of validity period of the Tender or such time as may be extended by the Board to which M/s._____ have agreed in writing, or in the event of the tender being accepted by the Board and fails to enter into a Contract or to furnish performance Guarantee as per the terms of the contract, in respect of which the decision of the Board shall be final and legally binding and the said Bank do further covenant and declare that this security is irrevocable and shall remain in force up to and inclusive of the _____ (date):

AND THE BANK further declares that notwithstanding anything to the contrary contained hereinabove, the Bank's liabilities under the Guarantee is restricted to Rs._____ (Rupees _____) and unless a demand in writing under the Guarantee is made with the Bank within the date _____, all the rights of Board under this Guarantee shall be forfeited and the Bank shall be relieved and discharged from all liability there under:

Notwithstanding anything to the contrary contained herein:

Our liability under this Bank Guarantee shall not exceed Rs._____(Rupees_____) only.

This bank Guarantee shall be valid upto _____ and

We are liable to pay the guaranteed amount or any part thereof under this e-Bank Guarantee only and only if you serve upon us a written claim or demand on or before _____.

IN WITNESS WHEREOF, the duly constituted attorney of the Bank hashereup to set his/their hands and seals on the _____of ____2026.

SIGNED, SEALED & DELIVERED

By the within named_____

Through its duly _____

Constituted Attorney Mr._____

The above shall be incorporated the following data:

FOR E-BANK GUARANTEE

Sr. No.	Particulars	Beneficiary Details
1.	UIN = PAN	AAALP0055A
2.	Name	PARADIP PORT AUTHORITY
3.	Date of Incorporation / Birth	01/06/1965
4.	Email ID	facao@paradipport.gov.in
5.	Contact Number	9937979753
6.	Legal Constitution	Local Authority
7.	Registered Office Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
8.	Communication Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
9.	Savings Bank A/c No.	30652649507
10.	Name of the Bank	State Bank of India, Paradip Branch
11.	IFSC Code	SBIN00003945

APPENDIX – VA

FORMAT OF INSURANCE SURETY BOND / FIXED DEPOSIT TOWARDS EMD

[From the Insurance Company duly approved by Insurance Regulatory and Development Authority of India]

(To be stamped in accordance with Stamp Act of India)

Insurance Surety Bond No.: **Date:_____**

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority,
Paradip, Jagatsingpur,
Odisha, Pin: 754142 India

Dear Sir,

In accordance with Invitation for Bids under your Bid Document No. MD/ACCTS/WK/R-09/2025/**1152**, Date: 14/09/2026, M/s. (Supplier's Name) having its Registered / Head Office at (address) (hereinafter called the 'Supplier') wish to participate in the said bid for "**Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority**.

As an irrevocable Insurance Surety Bond / Fixed Deposit Bond against EMD for an amount of Rs.1,77,06,816/- valid for 225 days from the last date of submission of Bid required to be submitted by the Supplier as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies as mentioned under the Bidding Documents.

We, the (Name of the Insurer / Bank) having our Head Office at (address of the Insurer) guarantee and undertake to pay immediately on demand by Paradip Port Authority (hereinafter called the 'Authority') the amount of Rs.1,77,06,816/- without any reservation, protest, demand and recourse. Any such demand made by the Paradip Port Authority shall be conclusive and binding on us irrespective of any dispute or difference raised by the Supplier and/or any right/remedy available to the supplier in terms thereof.

This Insurance Surety Bond / Fixed Deposit Bond shall be unconditional as well as irrevocable and shall remain valid up to 225 days from the last date of submission of Bid or if any further extension of this Insurance.

Insurance Surety Bond / Fixed Deposit Bond is required, the same shall be extended to such required period (not exceeding one year on receiving instructions from M/s.

(Supplier's Name) on whose behalf this Insurance Surety Bond / Fixed Deposit Bond is issued.

In witness where of the Insurer, through its authorised officer, has set its hand and stamp on this …….. day of …….. 20……at……..

……..
(Signature)

…….. (Name)

……..

(Designation with Insurer / Bank Stamp)

Authorised Vide Power of Attorney PoA No.....

Date……..

NOTE:

1. The Insurance Surety Bond shall be from an Insurer as per guidelines issued by Insurance Regulatory and Development Authority of India (IRDAI) as amended from time to time.
2. The Authority shall be the Creditor, the Supplier shall be the Principal debtor and the Insurance company / Insurer shall be the Surety in respect of the Insurance Surety Bond to be issued by the Insurer.
3. The Insurance Surety Bond / Fixed Deposit Bond should be on Non-Judicial stamp paper/e-stamp paper of appropriate value as per Stamp Act prevailing in the state(s) where the Insurance Surety Bond / Fixed Deposit is submitted or is to be acted upon or the rate prevailing in State where the Insurance Surety Bond / Fixed Deposit Bond is executed, whichever is higher. The Stamp Paper/e-stamp paper shall be purchased in the name of Supplier/Insurer issuing the Insurance Surety Bond.

APPENDIX – VI

e-BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY DEPOSIT

To be used by Nationalized / scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt _____ - _____(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between _____ _____ and the Board of Authorities of Paradip Port Authority for **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"** (hereinafter called 'the said agreement') of Performance Security Deposit / Performance Guarantee for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs. _____ (Rupees _____ only), we _____ Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3) We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from _____ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of

any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs. _____ (Rupees _____ _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6) The Board is authorized to enforce claim against the guarantee at the local branch of the issuing Bank in Paradip in case such an eventuality arises (*).

7) We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____
FOR _____ BANK

The above shall be incorporated the following data:

FOR E-BANK GUARANTEE

Sr. No.	Particulars	Beneficiary Details
1.	UIN = PAN	AAALP0055A
2.	Name	PARADIP PORT AUTHORITY
3.	Date of Incorporation / Birth	01/06/1965
4.	Email ID	facao@paradipport.gov.in
5.	Contact Number	9937979753
6.	Legal Constitution	Local Authority
7.	Registered Office Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
8.	Communication Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
9.	Savings Bank A/c No.	30652649507
10.	Name of the Bank	State Bank of India, Paradip Branch
11.	IFSC Code	SBIN00003945

APPENDIX – VIA

FORMAT OF INSURANCE SURETY BOND / FIXED DEPOSIT
FOR PERFORMANCE SECURITY DEPOSIT

To be used by Insurance Company / Scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt _____ - _____(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between _____ _____ and the Board of Authorities of Paradip Port Authority for **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"** (hereinafter called 'the said agreement') of Performance Security Deposit / Performance Guarantee for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of an **INSURANCE SURETY BOND / FIXED DEPOSIT** for Rs._____ (Rupees_____) only, we _____ Insurance Company / Scheduled Banks (hereinafter referred to as 'Insurance Company / Scheduled Banks') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, _____ Insurance Company / Scheduled Banks, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Insurance Company / Scheduled Banks shall be conclusive as regards the amount due and payable by the Insurance Company / Scheduled Banks under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3) We, _____ Insurance Company / Scheduled Banks, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from _____ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or

to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs._____ (Rupees _____ _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6) We, _____ Insurance Company / Scheduled Banks, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____

FOR _____ BANK

APPENDIX – VII

FORMAT OF HIRE AGREEMENT

This agreement is entered into at Paradip Port, Orissa on this _____ day of _____ 2026 by and between the Board of the Paradip Port Authority (hereinafter called the **'Board'**, which expression, where the context so admits, includes its successors in office and assigns) of the one Part, and _____ (hereinafter called the 'Contractor', which expression shall, unless excluded by or repugnant to the context, be deemed to include its successors, administrators and assigns) of the other Part.

It is mutually agreed by and between the parties hereto that the Contractor shall carry out the work **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"** (hereinafter called 'the contract') to the Board subject to the following conditions, namely: -

(a) The Board shall hire the said Tug with manning crew for a period of 07 years from the date of actual deployment of the tug for commencement of the work.

(b) The Contractor will be responsible for keeping the Tug in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualing, dry docking and repairs, survey etc. will be to the account of the contractor. Paradip Port Authority will provide fresh water, fuel, berthing facilities and shore power supply when the Tug is berthed at the Wet Basin. Foam compound required for fire fighting will be supplied by the contractor along with the delivery of the Tug at the time of deployment, Port Authority will replace foam compound as and when required after consuming the stock.

(c) The Contractor shall insure the said Tug for all risk in which the Board shall not be liable against third party claims. A copy of the risk insurance policy shall be deposited with the Deputy Conservator, Paradip Port Authority on commencement of the contract. Additional insurance cover if required to assist in carrying out salvage operation and any other operation otherwise not covered by the Contractor for the Tug for her operation as specified in the tender, the Port Authority shall bear the additional insurance cost.

(d) The Board shall provide and pay for fuel, fresh water, shore power supply, Port Charges, Pilotage, Dock, Harbour dues (Upon commencement of the contract until completion of the contract). The cost of Fuel remaining on board on the day of commencement of hire will be paid by PPA / Board at the prevailing rate of LSHFHSD at Paradip. The cost of Fuel remaining on board at the time of termination of contract will be paid for by the contractor at the prevailing rate of LSHFHSD at Paradip.

(e) The Master of the said Tug shall perform the work with the utmost despatch and shall render all customary assistance with the crew and shall cause to be kept a full and correct log of the work which shall be open to the inspection of the Deputy Conservator or his representative. He shall also submit returns as determined by the Deputy Conservator from time to time. Any misappropriation of fuel supplied by the Board will be viewed seriously and contract shall be cancelled at contractor's cost and firm shall be debarred for a period of two years from participating in any tender of Paradip Port Authority.

(f) The Master shall be under the orders and directions of the Deputy Conservator or his representative as regards operation of the said services.

(g) If the Deputy Conservator or his representative complains to the contractor that they are dissatisfied with the Master or to the Master that they are dissatisfied with any member of the Officers or the crew, the contractor or the Master shall investigate such complaint and if necessary will remove the person complained of and appoint another in his place within seven days of lodging the complaint.

(h) The Board shall pay the hire charges of the said Tug on monthly basis at the following rate:

Indian Rs. _____ (Rupees _____only) per day or part thereof. Payment shall be released within 15 days from the date of receipt of clear bills in duplicate. GST will be paid extra as per prevailing rate. However, if payment of bill is delayed beyond 15 days for any reasons, the contractor shall not be entitled for claiming any interest. Payment shall be made in Indian Rupees only through bank transfer i.e. RTGS/ e-transfer. Day to be considered from 0000 hours to 2400 hours.

(i) Upon issuing of LoA, a sum of 10% of contract value of the tender shall be deposited by the successful tenderer (Contractor) as Performance Security Deposit (PSD) in shape of e-Bank Guarantee issued by any scheduled Bank as per prescribed format valid for 7years + 02 months or initially valid for 2 years and extended annually till 2 months beyond completion of the contract.

OR

The contractor, upon award of contract has to deposit Demand draft / Banker's cheque of 10% of total Contract value drawn in favour of Financial Advisor and Chief Accounts Officer, Paradip Port Authority, Paradip – 754142 payable at Paradip-754142 drawn on any Nationalized Banks / Scheduled Commercial Banks having its branch at Paradip.

OR

Performance Security may be furnished in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / Fixed Deposit Receipt from Insurance company / Commercial Bank / online payment in an acceptable format safeguarding the Purchaser's interest in all respects. The insurance surety bond / fixed deposit to be executed on stamp paper of Rs.100/- in the prescribed Proforma of Paradip Port Authority shall be valid for 7years + 02 months.

The Performance Security Deposit shall be as per format <u>APPENDIX – VI & VIA.</u>

EMD of the successful bidder will be refunded to the bidder after receiving the Performance Security Deposit. The firm should submit the Performance Security Deposits within 30 days from the date of issue of Letter of Award (LoA).

(j) The Board/ PPA reserves the right to carry out Bollard Pull test of the tug, limited to seven timesfor the Tug during the currency of the contract, if it is noticed/ felt that performance of the Tug is deteriorated. If the Bollard pull falls below the required Bollard Pull of 70Ton @ 100% MCR, penalty shall be imposed @ 5% of the per day hire charges for each ton of Bollard Pull or part thereof. However, if, Bollard pulls falls below 5 Tons of the required BP, Board reserves the absolute right to terminate the contract, if the required Bollard Pull is not restored within 15 days or a substitute tug is not provided for the concern Tug. All

bollard pulls tests during tenure of contract carried out by the contractor will be at their cost. However, the time and the fuel consumed for the test will be to the Board's account.

(k) If the tenderer fails to commence the work within the stipulated period of 18 months from the date of issue of Letter of Award (LOA), Liquidated Damages (LD) at the rate of Rs.50,000/- (Rupees Fifty Thousand only) per day will be levied up to period of 15 (fifteen) days, thereafter PPA reserves the right to extend further subject to approval of competent authority with payment of penalty @ Rs.1,00,000/- per day on advance payment of LD amount for the requested period of extension(maximum LD amount should not exceed 10% of contract value) or the contract may be cancelled along with forfeiture of Performance Security Deposit and debarment from participation in any tender of PPA for a period of 02 (two) years.

(l) The Contractor shall pay for the stamp duty for execution of this contract.

(m) The Board shall have the option of continuing this contract for further period beyond 07 years by giving 30 days' advance notice but any such extension of contract shall be on "mutually agreed" basis as per PPA's requirement on same rate, other terms and conditions.

(n) Paradip Port Authority may terminate the contract and the agreement within the contract period for the reason of any major breach of contract agreement with immediate effect along with forfeiture of Performance Security Deposit and debar the firm for a period of two years from participating in any tender of Paradip Port Authority.

(o) The Board hereby covenants that the said Tug shall be used at Paradip Port or any other places outside the Port Limits as determined by the Deputy Conservator. In the case of emergencies inside or outside the Port limits, the Tug shall be required to assist such operations. Port clearance will be arranged by the Deputy Conservator when required and the contractor will accept posting of the Boards crew on board the Tug if required to comply with the regulations. The charges for deployment of additional manpower required for such operation will be paid to the Contractor as per actual.

(p) The Deputy Conservator shall furnish the Master with all necessary instructions, directions and charts, if any.

(q) In case the offered Tug is not available for operation for more than 30 days, which includes the day the Tug becomes non-operational and includes the down time period, then a suitable replacement having similar/ better technical specifications shall be provided from 31st day by the Contractor at no extra charge. The Contractor can offer the replacement Tug even before 30 days. However, the fuel consumption of the replacement Tug shall be restricted to the declared fuel consumption of the original Tug and cost of any excess fuel consumption of the replacement Tug over the declared fuel consumption of the original Tug shall be recovered. In case of non-deployment of the Tug beyond 60 days, further extension may be considered on imposition of penalty @ 100% of hire charges subject to approval of Chairman PPA or PPA reserve the right to terminate the contract along with forfeiture of Performance Security Deposit. If the contract is terminated, then the down time to the credit of the Contractor will lapse and in case the downtime availed is in excess of the downtime due after each month of service even though credited at the beginning of the year.

(r) The contract shall commence and terminate at Paradip Port.

(s) The Tug may be required to assist in carrying out rescue, salvage and anti-pollution-operations inside and outside the harbour, under the instructions of the Deputy Conservator. Neither the Contractor nor the Tug Master / crew will have any claim for reward or compensation for undertaking or assisting in such operations.

(t) The said Tug shall be made available to the use of the Deputy Conservator at all times of the day and night.

(u) PPA will not be responsible for any damage suffered by the Tug due to failure of machinery or errors of the Master and crew or any reason whatsoever. However, damage if any occurred during assisting vessels during shipping operation may be brought to the notice of the Deputy Conservator immediately after the incident.

(v) Joint survey will be carried out at Paradip Port by representative of Deputy Conservator & contractor representative to assess the quantity of fuel on board during every on hire and off hire of the Tug.

(w) The Board and the contractor hereby mutually exempt each other from all liability arising from the act of God, civil war, civil commotion, riots and all other damages and accidents of the seas and navigation.

(x) Any dispute arising out of this agreement shall be resolved amicably, by direct informal negotiations, any disagreement or dispute arising between them in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee as per Circular No.AD/LEO/122-02/2012/2242 Dt.09/15/09/2020 of Secretary, PPA. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Hon'ble High Court of Odisha, Cuttack.

(y) This agreement shall be binding upon the successors in title of the Board and the Contractor hereto.

Signed by the Deputy Conservator for
and on behalf of the Board of
Paradip Port Authority in the presence of
---------- ----------

Name Signature

Signed by for and on behalf of the
Contractor, M/s. _____
_____in the presence of
---------- ----------

Name Signature

APPENDIX – VIII

FORMAT FOR REFUND OF EMD

(To be submitted in Official Letter Head duly signed & stamped)

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Request for Refund of Earnest Money Deposited (EMD) by us for the tender "**Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority**".

Ref.: e-Tender Call Notice (TCN) No. MD/ACCTS/WK/R-09/2025/**1152** dt.14/09/2026.

Dear Sir,

With reference to the above tender, it is requested that the Earnest Money of **Rs.1,77,06,816/-**deposited by us through RTGS / NEFT may please be refunded to us through E-payment (RTGS / NEFT) at our following bank details:

1.	Name of the Firm (beneficiary)	:
2.	Amount to be refunded	:
3.	Name of the Bank with Address	:
4.	Bank Account Number	:
5.	Account type	:
6.	IFSC Code No. of the Bank	:

Thanking you,

Yours faithfully,

Signature of the firm with official seal

APPENDIX –IX

UNDERTAKING BY THE BIDDER

(To be submitted in Official Letter Head of the bidder duly signed & stamped)

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Undertaking for the tender **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"**.

Ref.: e-Tender Call Notice (TCN) No. MD/ACCTS/WK/R-09/2025/**1152** dt.14/09/2026.

(a) We undertake that we have not made any payment or illegal gratification to any person / authority connected with the bid process so as to influence the bid process and we have not committed any offence under the Prevention of Corruption Act (PC Act) in connection with the bid.

(b) We have understood all the terms and conditions of the tender document and have assessed the site conditions, we hereby confirm that the price offered by us is a firm price and includes all the taxes, duties, fees, cess etc. and all other incidental charges except GST.

(c) We undertake and declare that our firm is not having blacklisted or debarment of business with any government organizations.

(d) We declare that the signing authority / Directors of the firm is not related to any officers of Paradip Port Authority or any officer of the rank of Under Secretary or above in the Ministry of Ports, Shipping & Waterways, Govt. of India.

N.B.: The bid of any firm having blacklisted or debarment of business with any government organizations will be summarily rejected.

Signature of the bidder / their representative & stamp

APPENDIX – X

FORMAT FOR TDS DETAILS FOR THE SIMILAR WORKS

TO WHOMSOEVER IT MAY CONCERN

We have verified the TDS Certificate (26 AS) during the FY(s) ……., work allotment letter and other related documents issued by **(Name of the Firm)** having its registered office at _____ and certified that TDS deducted during FY(s) in respect of the work as detailed below:

Sl. No.	Name of the Similar Work executed	Financial Years	Executed value excluding GST	TDS Amount (in Rs.)
1.				
2.				
3.				
4.				
5.				
6.				
7.				

Chartered Accountant

Sign. and Seal with UDIN No.

GUIDELINES FOR INDIAN AGENTS OF FOREIGN

"SUPPLIERS/CONTRACT AGENCIES"

1. There shall be compulsory registration of Indian agents of foreign suppliers/ contract Agencies with PPA in respect of all global (Open) Tenders and Limited Tenders. An Agent who is not registered with PPA shall apply for registration in the prescribed Application form.

1.1 Registered agent needs to submit before the placement of order by PPA an Original certificate issued by his foreign supplier/ contract Agency (or an authenticated Photostat copy of the above certificate duly attested by a Notary Public) confirming the agency agreement and giving the status being enjoyed by the agent along with the details of the Commission / remuneration / salary / retainer being paid by them to the agents(s).

1.2 Wherever the Indian representative has communicated on behalf of their foreign supplier / contract agency and /or the foreign supplier / contract agency have stated that they are not paying any commission to their Indian agent (s) but paying salary or retainer, a written declaration to this effect given by the foreign supplier / contract agency should be submitted before finalizing the contract.

2. DISCLOSURE OF PARTICULARS OF AGENT (S)/ REPRESENTATIVE (S) IN INDIA, IF ANY

2.1 Bidders of foreign nationality shall furnish the following details in their quotation/ bid.

2.1.1 The name and address of their agent(s)/ representative(s) in Indian, if any, and the extent of authorization and authority given to them to commit them. In case the agent(s)/ representative(s) is a foreign company, it shall be confirmed whether it is a really substantial Company and details of the Company shall be furnished.

2.1.2 The amount of commission/ remuneration included in the quoted price(s) for such agent (s)/ representative(s) in India.

2.1.3 Confirmation of the Bidder that the commission/remuneration if any, payable to his agent (s)/ representative(s) in India shall be the responsibility of the bidder for which the bidder may keep such provision included in the price bid and make the payment to the agent/ representative directly in Indian currency only. The Port Authority shall in no case shoulder the responsibility for payment of such commission/ remuneration to the agent/ representative, if any, in India.

3. DISCLOSURE BY INDIAN AGENT(S) OF PARTICULARS OF THEIR FOREIGN SUPPLIERS/ CONTRACT AGENCY AND FURNISHING OF REQUISITE INFORMATION:

3.1 Bidders of Indian Nationality shall furnish the following details/ certificates in/ along with their offers.

3.1.1 The name and address of foreign supplier/ contract agency indicating the nationality as well as their status, i.e. manufacturer or agent or manufacturer holding the Letter of Authority.

3.1.2 Specific authorization letter by the foreign supplier/ contract agency authorizing the agent to make an offer in Indian Rupees in response to tender either directly or through their agent(s)/ representative(s).

3.1.3 The amount of commission/ remuneration included for bidder in the price(s) quoted.

3.1.4 Confirmation of the foreign supplier/ contract agency that the commission/ remuneration, if any, reserved for the bidder may be paid to the bidder himself in Indian in equivalent Indian currency. The Port Authority shall in no case shoulder the responsibility for payment of such commission/ remuneration, if any.

4. In either case, in the event of materialization of contract, the terms of payment will provide for payment of the commission/ remuneration payable, if any, to the agent(s)/ representative (s) in Indian Rupees, as per terms of the contract.

4.1 Failure to furnish correct information in detail, as called for in para 2.0 and / or 3.0 above will render the bid concerned liable for rejection or in the event of materialization of contract; the same is liable for termination by PPA. Besides this, other actions like banning business dealings with PPA, payment of a named sum etc., may also follow.

APPENDIX – XI

INTEGRITY PACT

This work will be included in the integrity pact & accordingly will be entrusted to the Independent External Monitor (IEM) for effecting transparency & maintaining quality. (1) **Shri Ramesh Narain Misra, Ex-CMD, SJVN** have been appointed as IEM for Paradip Port Authority by CVC. All necessary coordination to be provided to them as & when required.

The Integrity Pact will be as under.

Paradip Port Authority (PPA) hereinafter referred to as "The Principal" which includes Purchaser/ Employer.

And

..... hereinafter referred to as "The Bidder/ Contractor"

Preamble

The Principal intends to award, under laid down organizational procedures, a contract for **"Hiring of 01 (one) no. 70 Ton Bollard Pull ASTDS Tug for Handing Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"**. 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).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage/ will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

Section – 1 Commitments of the Principal / Purchaser / Employer:

(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 for third person, any material or non-material benefit with the person is not legally entitled to.

(b) The Principal will, during the tender process treat all bidders with equity and reason. The Principal will in particular, before and during the tender process, provide to all Bidders the same information and will not provide to any Bidder 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 prejudiced 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 Chief Vigilance Officer of PPA and in addition can initiate disciplinary action.

Section 2 – Commitments of the Bidder(s) / Contractor(s):

(1) The Bidder(s) Contractor(s) commits to take all measure necessary to prevent corruption. He commits to observe the following principles during his 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 firms offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract or to any third person any material or other benefit with he/ she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract or to vitiate the Principal's tender process of contract execution.

(b) The Bidder(s) / Contract(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 or to vitiate the Principal's tender process or execution of the contract.

(c) The Bidder(s) / Contractor(s) will not commit any offence under the IPC/ 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 proposal 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 Agent(s) / Contractor(s) of Indian nationality shall furnish the name and addresses of foreign supplier / contract Agency, if any. Further details, as mentioned *in the Guidelines on Indian Agents of Foreign "Suppliers/ Contract agencies"*, shall be disclosed by the Bidder(s) / Contractor(s) wherever applicable. Further, as mentioned in the guidelines, all the payments made to the Indian agent(s) / representative(s) have to be in Indian Rupees only.

(e) ***Copy of the guidelines on Indian Agents of Foreign "Suppliers/Contract agencies" is enclosed.***

(f) The Bidder(s) / Contractor(s) will, when presenting his bid, disclose any and all payments he has made or committed to or intends to make to the agents, brokers or any other intermediaries in connection with the award of the contract.

(g) In case of a joint venture, all the partners of the joint venture should sign the Integrity Pact. In case of sub-contracting, the Principal Contractor shall be solely responsible for the adherence to the provisions of IP by the sub-contractor(s).

(2) The Bidder(s) / Contractor(s) will not instigate third person to commit offences outlined above or be an accessory to such offences.

Section 3 – Disqualification from tender process and exclusion from future contracts:

(1) A transgression is considered to have occurred, if the principal after due consideration of the available evidence, concludes that reasonable doubt is possible.

(2) If the Bidder(s) / Contractor(s), before award of contract or after award of contract has committed a transgression through a violation of Section-2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to other remedies available to the principal under the relevant GCC of the tender/ Contract.

(3) If the Bidder(s) / Contractor(s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/ contractor from future tenders/ contract award processes. The imposition and duration of the exclusion will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder/ contractor and the amount of the damage.

(4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression through a violation of any of the terms under Section-2 above during the execution of contract, the Principal is entitled to exclude the contractor from future tenders/ contract award processes.

(5) The exclusion will be imposed for a minimum period of six (06) months and a maximum period of three (03) years.

(6) If the Bidder/ Contractor can prove that he has restored/ recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

Section 4 – Compensation for Damages:

(1) If the Principal has disqualified the bidder from the tender process prior to the award in accordance with Section-3 above, the Earnest Money Deposit (EMD)/ Bid Security furnished, if any along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section-3 above.

(2) If the Principal has terminated the contract in accordance with Section-3 above, or if the Principal is entitled to terminate the contract in accordance with Section-3 above, the security Deposit/ performance bank guarantee furnished by the contractor, if any, as per the terms of the ITT/ Contract shall be forfeited without prejudicing the rights and remedies available to the principal under the relevant General conditions of contract.

This is apart from the disqualification of the Bidder, as may be imposed by the Principal, as brought out at Section-3 above.

Section 5 – Previous transgressions:

(1) The Bidder declares that, to the best of his knowledge, no previous transgression occurred in the last three (03) years with any other company in any country conforming to the anti-corruption approach or with Government/ any other public sector enterprise 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. The contract, if already awarded, can be terminated for such reason.

Section 6 – Equal treatment of all Bidders / Contractors / Subcontractors:

(1) The Bidder(s) / Contractor(s) undertake to demand from all his subcontractors a commitment in conformity with this Integrity pact, and to submit it to the Principal before seeking permission for such subcontracting.

(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.

(3) The Principal will disqualify from the tender process all bidders who do not sign this pact or violate it provisions.

Section 7 – Criminal charges against violating Bidder(s) / Contractor(s) / Subcontractor(s).

If the Principal obtains knowledge of conduct of a Bidder, Contractor and Sub-contractor or of any employee or a representative or an associate of a Bidder/ Contractor/ subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to CVO of Paradip Port Authority (PPA).

Section 8 – Independent External Monitor(s)(IEMs)

(1) The Principal appoints competent and credible Independent External Monitor(s) (IEMs) with clearance from Central Vigilance Commission and Transparency International (India). IEMs reviews independently, the cases referred to him/ them to assess whether and to what extend the parties concerned comply with the obligations under this Integrity Pact.

(2) In case of non -compliance of the provisions of the Integrity pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Chairman, PPA. The Nodal Officer shall refer the complaint/ non-compliance so received by him to the IEM, already appointed or to be appointed for that case.

(3) The IEM is not subject to instructions by both the parties and performs his functions neutrally and independently. The IEM(s) will submit report to the Chairman, PPA.

(4) The Bidder(s) / Contractor(s) accepts that the IEM has the right to access without restriction, to all tender/ contract documentation of the Principal including that provided by the Bidder/ Contractor. The Bidder/ Contractor will also grant the IEM upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/ contract documentation. The same is applicable to subcontractor also. The IEM is under contractual obligation to treat the information and documents of the Bidder(s)/ Contractor(s)/ subcontractor(s) with confidentiality.

(5) The Principal will provide to the IEM sufficient information about all meetings among the parties related to the tender/ contract for the cases referred to IEM, provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer to the IEM the option to participate in such meetings.

(6) As soon as the IEM notices, or believes to notice, a violation of this pact, he will so inform the Principal and request the principal to discontinue or take corrective action or to take other relevant action. The IEM can in this regard submit non-binding recommendations. Beyond this, the IEM has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.

(7) The IEM will submit a written report to the Chairman, PPA within four (04) to six (06) weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for corrective actions for the violations or the breaches of the provisions of the agreement noticed by the IEM.

(8) IEM may also submit a report directly to the CVO of PPA and the Central Vigilance Commission, in case of suspicion of serious irregularities attracting provisions of the IPC/PC Act.

(9) Expenses of IEM shall be borne by PPA as per terms of appointment of IEMs.

(10) The word "Monitor" means independent External Monitor and would include both singular and plural.

Section 9 – Duration of the Integrity Pact:

(1) This Pact comes into force upon signing by the Principal and the Bidder/ Contractor. It expires for the contractor twelve (12) months after the payment under the contract, and for all unsuccessful Bidders, six (06) months after the contract has been awarded and accordingly for the Principal after the expiry of respective periods stated above.

(2) If any claim is made/ lodged during the valid period of the IP, the same shall be binding and continue to be valid even after the lapse of this pact as specified above, unless it is discharged/ determined by the Chairman, PPA.

Section 10 – Other provisions: -

(1) This agreement is subject to India Law. Place of performance and jurisdiction is the Registered Office of the Principal, i.e. Chairman, Paradip Port Authority, State of Orissa, India.

(2) Changes and supplements as well as termination notices to be made in writing. Side agreements to this pact have not been made.

(3) If the contractor is a partnership firm/ consortium, this agreement must be signed by all partners/ consortium members of their Authorized Representative(s) by duly furnishing Authorization to sign Integrity Pact.

(4) Should one or several provisions of this agreement turnout to be invalid, the remaining part of this agreement remain valid. In this case, the parties will strive to come to an agreement to their original intensions.

(5) Wherever he or his is indicated in the above sections, the same may be read as he/ she or his/ her, as the case may be.

(For & On behalf of the Principal)

(Office Seal)

Place .....

Date .....

(For & On behalf of Bidder/Contractor)

(Office Seal)

In case of Joint Venture:

1.

2.

3.

Witness 1:

(Name & Address)

Witness 2:

(Name & Address)

CAPT. A.C. SAHOO
DY. CONSERVATOR
PARADIP PORT AUTHO

APPENDIX – XII

FORMAT OF e-BG FOR E.A.S.D

To be used by Nationalized / scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt _____ - _____(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between _____ _____ and the Board of Authorities of Paradip Port Authority for **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"**(hereinafter called 'the said agreement') of E.A.S.D for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs._____ (Rupees _____ only), we _____ Bank (hereinafter referred to as 'the Bank') do hereby undertake to pay to the Board an amount not exceeding Rs. _____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, _____ Bank, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3) We, _____ Bank, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from _____ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or

to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs._____ (Rupees _____ _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities thereunder.

6) The Board is authorized to enforce claim against the guarantee at the local branch of the issuing Bank in Paradip in case such an eventuality arises (*).

7) We, _____ Bank, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____

FOR _____ BANK

The above shall be incorporated the following data:

FOR E-BANK GUARANTEE

Sr. No.	Particulars	Beneficiary Details
1.	UIN = PAN	AAALP0055A
2.	Name	PARADIP PORT AUTHORITY
3.	Date of Incorporation / Birth	01/06/1965
4.	Email ID	facao@paradipport.gov.in
5.	Contact Number	9937979753
6.	Legal Constitution	Local Authority
7.	Registered Office Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
8.	Communication Address with PIN Code	Paradip, Dist-Jagatsinghpur, Odisha, Pin – 754142.
9.	Savings Bank A/c No.	30652649507
10.	Name of the Bank	State Bank of India, Paradip Branch
11.	IFSC Code	SBIN00003945

APPENDIX – XIIA

FORMAT OF INSURANCE SURETY BOND / FIXED DEPOSIT FOR E.A.S.D

To be used by Insurance Company / Scheduled Banks

1) In consideration of the Board of Authorities of Paradip Port Authority (hereinafter called 'the Board') having agreed to exempt _____ - _____(hereinafter called the 'the said contractor/s') from the demand under the terms and conditions of an agreement to be entered between _____ _____ and the Board of Authorities of Paradip Port Authority for **"Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority"** (hereinafter called 'the said agreement') of E.A.S.D for the due fulfilment by the said contractor/s of the terms and conditions contained in the said agreement, on production of an **INSURANCE SURETY BOND / FIXED DEPOSIT** for Rs._____ (Rupees_____) only, we _____ Insurance Company / Scheduled Banks (hereinafter referred to as 'Insurance Company / Scheduled Banks') do hereby undertake to pay to the Board an amount not exceeding Rs._____ against any loss or damage caused to or suffered by or would be caused to or suffered by the Board by reason of any breach by the said contractor(s) of any of the terms and conditions contained in the said Agreement.

2) We, _____ Insurance Company / Scheduled Banks, do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Board stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by or would be suffered by the Board by reason of any breach by the said contractor(s) of any of the term or condition contained in the said agreement or by reason of the contractor's failure to perform the said agreement. Any such demand made on the Insurance Company / Scheduled Banks shall be conclusive as regards the amount due and payable by the Insurance Company / Scheduled Banks under this agreement. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3) We, _____ Insurance Company / Scheduled Banks, further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the Board under or by virtue of the said agreement have been fully paid and its claim satisfied or discharged or till the Board certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges the guarantee. Unless a demand or claim under this guarantee is made on us in writing within two months from the expiry date i.e. from _____ we shall be discharged from all liabilities under this guarantee thereafter.

4) We, _____ Bank, further agree with the Board that the Board shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Board against the said contractor(s) and to forbear or endorse any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said contractor(s) or for any forbearance act or omission, on the part of the Board or any indulgence by the Board to the said contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

5) Notwithstanding anything stated above, our liability under the guarantee is restricted to Rs._____ (Rupees _____ _____ only). The guarantee shall remain in force until _____. Unless a suit or action to enforce claim under the guarantee is filed against us within three months from that date, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

6) We, _____ Insurance Company / Scheduled Banks, lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Board in writing.

Dated _____ day of _____

FOR _____

BANK_____

Validate Print Help

Item Rate BoQ

INVITING AUTHORITY: DEPUTY CONSERVATOR, MARINE DEPARTMENT, PARADIP PORT AUTHORITY

NATURE OF WORK: Hiring of 01 (one) no. 70 Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority.

e-Tender Call Notice (TCN) No. MD/ACCTS/WK/R-09/2025/1152 dt.14/09/2026.

Bidder Name :	

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only).

Note: 1.Price at Sl. No.1.00 is inclusive of all taxes and duties except GST, which shall be paid by PPA as per prevailing rates.
2.The cost for the quoted quantity of fuel in litres at Sl. No.2.00 & 3.00 shall be considered for evaluation purpose of the tender but Work Order will be issued for Sl.No.1.00 i.e. for Hire Charges of Tug including Operational Crew. (For evaluation purpose Per Day running hours of the Tug is considered as 12 hours running & rate of diesel is considered as Rs.95.31 per Litre).

NUMBER #	TEXT #	NUMBER #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	Per day RATE In Figures To be entered by the Bidder Rs. P	TOTAL AMOUNT Without Taxes	TOTAL AMOUNT In Words
1	2	4	5	13	53	55
1.00	To Quote Hire Charges per day for Supply of 01 no. 70 Ton Bollard Pull Tug as per specification along with Operational crew on hire for a period of seven years.	2,557.00	Days		**0.0000**	INR Zero Only
2.00	To quote Maximum Avg. Fuel Consumption per running hour in Ltrs for both Main Engines (Two Main Engines).	29,24,492.04	Ltrs.		**0.0000**	INR Zero Only
3.00	To quote Maximum Avg. Fuel Consumption per running hour in Ltrs for one Auxiliary Engine.	29,24,492.04	Ltrs.		**0.0000**	INR Zero Only
4.00	**NB : Sl. No.2.00 & 3.00: The Firm should quote the Max Avg. Fuel consusmption per running hour in litres which shall be considered for evaluation purpose only. Fuel shall be supplied by Paradip Port Authority free of cost as per actual consumption but maximum limited to quoted quantity.**					
Total in Figures					**0.0000**	INR Zero Only
Quoted Rate in Words		**INR Zero Only**				

Paradip Port Authority
Marine Department
PO: Paradip Port- 754 142
Dist: Jagatsinghpur (Odisha)

Tel No. 222025 / 222012
Email Id: dc@paradipport.gov.in

No. MD/ACCTS/WK/R-09/2025/**1323** Date: 15/10/2026

CORRIGENDUM – II

e-TENDER CALL NOTICE (TCN) No. MD/ACCTS/WK/R-09/2025/1152 dtd.14/09/2026

Name of the Work	:	Hiring of 01 (one) no. 70Ton Bollard Pull ASTDS Tug for Handling Fully Loaded Cape Vessel and SPM Operation for a period of 07 (seven) years at Paradip Port Authority.
Total Estimated cost including Hire Charges & Fuel	:	Rs.140,00,49,552/- excluding GST
Estimated cost put to Tender towards Hire Charges only	:	Rs.88,53,40,794/- excluding GST

The Bid Submission end date and Tender Opening date (Technical Bids) has been extended as follows:

Bid submission end date	:	12/11/2026 at 17:00 hours
Tender Opening Date (Technical Bids)	:	13/11/2026 at 11:30 hours

Except the above, all other terms & conditions remain unchanged.

For further details, please log on to the Website: https://eprocure.gov.in/eprocure/app.

Sd/-
Deputy Conservator,
Paradip Port Authority
Mob. No. 77890-33783

Copy to: All HoDs, PPA / CVO, PPA for wide Circulation.