PARADIP PORT AUTHORITY

MARINE DEPARTMENT

e-TENDER DOCUMENT FOR THE WORK

"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS"

(This 3rd tug under GTTP is in addition to the 1st GTTP tug & the 2nd GTTP tug. The 1st GTTP tug vide e-RFP No. MD/ACCTS/WK/R-20/2025/506, dt.15/04/2025 as amended vide e-RFP No. MD/ACCTS/WK/R-20/2025/828, dt.26/06/2025 is subject to the outcome of WP(C).33656/2025 & WP(C).33659/2025)

e-RFP No.MD/ACCTS/WK/R-12/2026/1217, dt.22/09/2026

(Disclaimer: Individual Ports may choose to carry out amendments in the document at their discretion to cater specific operational requirements.)

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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Section 1

1) E-Tender Timelines

E-TENDER e-RFP No. MD/ACCTS/WK/R-12/2026/1217, dt.25/09/2026

NAME OF WORK:

"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS"

(This 3rd tug under GTTP is in addition to the 1st GTTP tug & the 2nd GTTP tug. The 1st GTTP tug vide e-RFP No. MD/ACCTS/WK/R-20/2025/506, dt.15/04/2025 as amended vide e-RFP No. MD/ACCTS/WK/R-20/2025/828, dt.26/06/2025 is subject to the outcome of WP(C).33656/2025 & WP(C).33659/2025).

E- TENDER TIMELINES

DATE OF DOWN LOADING OF BID DOCUMENTS	**At 16:00 Hrs. on 25/09/2026**
DATE OF PRE-BID MEETING	**At 15:30 Hrs. on 12/10/2026**
LAST DATE & TIME FOR RECEIPT OF BIDS	**At 17:00 Hrs. on 10/11/2026**
TIME & DATE OF OPENING OF BIDS (Technical)	**At 10:30 Hrs. on 11/11/2026**
PLACE OF OPENING OF BIDS	**Administrative Building, Paradip Port Authority,**

Deputy Conservator
Paradip Port Authority

2) NOTICE INVITING ONLINE TENDER

PARADIP PORT AUTHORITY

e-RFP No. MD/ACCTS/WK/R-12/2026/**1217** Date: 25/09/2026

E-TENDER e-RFP No.

E-Tenders are invited by **Marine Department, Paradip Port Authority** as per the details given in the table below:

Name of Work	Cost of tender document (INR)	Estimated cost (INR)excluding GST	EMD(INR)	Tender download date from	Last date and time of submission of Bid	Date and time of opening of Bid
Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a Period of 15 years at Paradip Port Authority & Extendable by 02 more years.	2,500/- plus GST Extra @18% = Rs.2,950/-	Estimated cost put to tender for hire charges of one year only: Rs.20,02,02,500/-	Rs.40,04,030/-	At 16:00 hrs. on 25/09/2026	At 17.00 hrs. on 10/11/2026	At 10.30 hrs. on 11/11/2026

Note: (This 3rd tug under GTTP is in addition to the 1st GTTP tug & the 2nd GTTP tug. The 1st GTTP tug vide e-RFP No. MD/ACCTS/WK/R-20/2025/506, dt.15/04/2025 as amended vide e-RFP No. MD/ACCTS/WK/R-20/2025/828, dt.26/06/2025 is subject to the outcome of WP(C).33656/2025 & WP(C).33659/2025).

Detailed tender notice along with complete tender documents can be downloaded from website: https://eprocure.gov.in/eprocure/app and available **at 16:00 hours from 25/09/2026 to 10/11/2026 at 17:00 hours**.

Corrigendum, if any, will be placed on website and CPP Portal.

Deputy Conservator
Paradip Port Authority

Copy to:

1. All HoDs, PPA for kind information.
2. Chief Vigilance Officer, PPA for kind information.
3. Shri Pramod Shripad Phalnikar, IPS (Retd.), A2, 602 Phase – 1, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra–411021 **(Email Id: pramodphalnikar@gmail.com),** IEM for Paradip Port Authority.
4. 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.
5. 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).
6. Office Order Guard file.

3) NIT Details

NIT DETAILS

Department	Marine Department, Paradip Port Authority
Circle/ Division	Marine Department
Tender Notice No.	**e-RFP No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026**
Name of Work	"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS" (**This 3rd tug under GTTP is in addition to the 1st GTTP tug & the 2nd GTTP tug. The 1st GTTP tug vide e-RFP No. MD/ACCTS/WK/R-20/2025/506, dt.15/04/2025 as amended vide e-RFP No. MD/ACCTS/WK/R-20/2025/828, dt.26/06/2025 is subject to the outcome of WP(C).33656/2025 & WP(C).33659/2025**)
Operational Profile	**(i) <u>For typical unberthing shipping movement:</u>** Standby -10.5 % Steaming (max speed) -0 % Transit Low<6 knots -37.5 % Transit High>6 knots - 0% High Bollard Pull > 90% -0 % Medium Bollard Pull (50-90%) –10.5% Low bollard Pull < 50% - 41.5% Total operation Duration per movement -90mins (Max.) Shore power for Charging –Kw **(ii) <u>For typical berthing shipping movement:</u>** Standby -15.5 % Steaming (max speed) -0 % Transit Low<6 knots -33 % Transit High>6 knots - 0% High Bollard Pull > 90% -8 % Medium Bollard Pull (50-90%) – 12.5% Low bollard Pull < 50% - 31% Total operation Duration per movement–**180 mins. (Max.)** Shore power for Charging – Kw **<u>Note</u>: The Energy Storage System (ESS) to cater for one full harbour operation for approximately 03 hours of vessel for a given operating profile without the use of DG or to cater to energy requirement for 30 min of full Bollard Pull of the Tug without the use of DG whichever is higher.**

	Also, the vessel shall be designed with necessary charging arrangements to charge the battery of the Tug within 02 hours which should sustain for one full harbour operation as per the given operating profile of 03 hours.
Specific Operational Tasking Required by ParadipPort	➢ River Sea vessel 4/Indian Coastal Vessel/Sea Going Vessel
Propulsion System	✓ 2 Nos. of azimuth stern thrusters. ✓ 2 x Permanent Magnet Motors (as per section 625) * ✓ 2 x Fixed Pitch L drive propeller units (as per section 634) * *General specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
Generator Set for Main Electric Power	As per General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
Number of generators with capacity	As per General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
Estimated Contract Value(INR)	**Total estimated cost towards hire charges for 15 years: Rs.315,80,25,774/- excluding GST** **Estimated cost put to tender for hire charges for one year: Rs.20,02,02,500/- excluding GST**
Period of Hiring	**15 years from the date of acceptance of Green Tug by Paradip Port.**
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR
<u>Pre-Qualifying Criteria:</u>	**1. <u>Financial Standing:</u>** The average annual financial turnover of the Bidder over the past three years ending 31st March, 2025 should not be less than **Rs.6,00,60,750/- (Rupees Six Crore Sixty Thousand Seven Hundred Fifty) only excluding GST**, Certified copy by Chartered Accountant on their letter head along with UDIN No. or audited balance sheet by chartered accountant firm having UDIN No. to be submitted as proof. The bidder/ Lead Member of JV/Lead member Consortium shall have positive net worth as on 31st March 2025. The firm to submit the proof copy duly certified by the Chartered Accountant firm having UDIN No.

	In case of bidder/ lead member of JV / Lead Member of Consortium with annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference Rate as on the date of issue of the tender. **2. <u>Experience in terms of similar work experience:</u>** The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works (the firm should submit copy of the Work Order / LoA / Contract Agreement and The Work Completion Certificate with executed value excluding GST) during the last 07 years ending on 31.08.2026 should be either of the following: **(a)** Three similar works each costing not less than **Rs.8,00,81,000/- (Rupees Eight Crore Eighty-one Thousand) only excluding GST;** **(OR)** **(b)** Two similar works each costing not less than **Rs.10,01,01,250/- (Rupees Ten Crore One Lakh One Thousand Two Hundred Fifty) only excluding GST;** **(OR)** **(c)** One similar work costing not less than **Rs.16,01,62,000/- (Rupees Sixteen Crore One Lakh Sixty-two Thousand) only excluding GST.** **<u>Similar work means:</u>** "Construction of Crafts/ Ownership of Crafts/ Full Operations & Management of Crafts / Technical Management including manning of Crafts/ Chartering of Crafts / Hiring of Crafts. Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes but not limited to Ships, Tugs, Supply Vessels, Offshore Vessels, Launches, Boats, Dredgers having a minimum Gross Tonnage of 100 and above. However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV / Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.

If any tenderer submit their bid with similar work experience as joint venture (JV)/ consortium but participate as a single entity then their work executed value shall be calculated as per percentage of share/ratio mentioned in the joint venture (JV)/ consortium agreement. The firm shall submit the JV/Consortium agreement containing the percentage of share/ratio along with technical bid.

3. Capability and Resources:

(a) The Lead Bidder/ Member(s) of consortium, as appropriate, should have adequate capability and resources to be in business of Construction/ Ownership/ Chartering /Hiring/ Operations & Management of Crafts.

(b) In case the bidder/ lead member of the JV/ Lead Member ofConsortium is of foreign nationality, then such entity shall have a registered office in India at the time of bidding, and the certificate of registration issued by the Registrar of Companies shall be submitted as documentary evidence

(c) The Lead Bidder/ Member(s) of consortium, as appropriate, shall submit the name and address of the agents/ representatives in India. Such agents/ representatives shall mandatorily be of Indian nationality

(d) The Lead Bidder/ Member(s) of consortium, as appropriate, shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration.

4. Satisfactory Performance:

The Lead Bidder/ Member(s) of consortium, as appropriate, should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last 07 years ending on **31.08.2026**.

For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on last day of month before the one in which applications are invited should be considered for qualifying criteria.

Note:

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

b) If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted.

c) Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March 2025 i.e. for the financial years 2022-2023, 2023-2024, 2024-2025 and the net worth certificate as on 31.03.2025 should be uploaded.

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

The base year shall be taken as the Financial Year ending in 2025:

Financial Year	**Multiplication Factor**
2024- 2025	1.0
2023- 2024	1.02
2022- 2023	1.025
2021- 2022	1.04
2020- 2021	1.19
2019- 2020	1.28
2018- 2019	1.29

Notes: Above multiplication factors are derived by dividing the WPI of base year i.e. 2024-25 with WPI of corresponding years.

Joint Venture/Consortium:	1. The participation in the bid as Joint Venture / Consortium is allowed and number of partners in JV/Consortium shall be limited to maximum of three. 2. In case of JV/Consortium to qualify experience in similar works, merging of work order value executed by one or two of its members either as a whole or as member of JV/Consortium shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV/Consortium shall be considered together to evaluate experience. 3. The Lead Member of the JV/Lead Member of Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover. 4. At least one member of the JV/ one member of the Consortium or jointly shall meet the pre-qualification criteria of experience of having successfully completed similar works. 5. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV/Consortium or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further they need to upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.
Integrity Pact (IP) :	The bidder shall download the integrity pact format available in **Form III, Section 7** 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.
Site Visit:	The bidders may visit the site to assess the working condition of the tug, harbour lay out, turning circle, and break water, etc. with prior intimation to tender inviting authority.
Downloading Websites:	https://eprocure.gov.in
Bid Document Fee:	**Rs.2,500/- (excluding@18% GST) = Rs.2,950/-**
Bid Document Fee Payable	Account No. 0254104000169615

<table>
<tr><td><u>To:</u></td><td>in favour of Paradip Port Authority
Type of Account – SAVING
Branch: IDBI Bank Ltd.
IFSC: IBKL0000254</td></tr>
<tr><td><u>Bid Security/ EMD(INR):</u></td><td>Rs.40,04,050/-</td></tr>
<tr><td><u>Bid Security/ EMD (INR) In Favour of:</u></td><td>Account No.0254104000169615
In favour of Paradip Port Authority
Type of Account – SAVINGS
Branch: IDBI Bank Ltd.
IFSC: IBKL0000254
Or
The EMD / bid security may be submitted in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond), Account Payee Demand Draft, Fixed Deposit Receipt, Banker’s Cheque or e-Bank Guarantee from any of the Commercial Banks having validity for a period 45 days beyond the bid validity period or payment online in an acceptable form safeguarding the purchaser’s interest in all respects. The bidders must submit the original copy of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / fixed deposit within one week from the last date of submission of the tender, failing which the bid shall not be considered for evaluation.</td></tr>
<tr><td><u>Bid Document Downloading Start Date</u></td><td>On 25/09/2026 at 16:00 Hrs.</td></tr>
<tr><td><u>Bid Document Downloading End Date</u></td><td>On 10/11/2026 at 17:00 Hrs.</td></tr>
<tr><td><u>Last Date & Time for Receipt of Bids</u></td><td>On 10/11/2026 up to 17:00 Hrs.</td></tr>
<tr><td><u>Bid Validity Period</u></td><td>180 Days from the date of opening of technical bid.</td></tr>
<tr><td><u>Condition for EMD & Tender fee</u></td><td>In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the table below only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on https://eprocure.gov.in/eprocure/app website along with ‘Bid Security Declaration Form’ (Section 7, Form-II) in preliminary bid (Cover-I) failing which the bid shall be treated as non-responsive. Also, the Central Public Section Enterprises (CPSE) of same ministry are exempted from paying the EMD alone. However, they must submit the Bid Security Declaration Form’ (Section 7, Form-II) in preliminary bid (Cover-I) failing which the bid shall be treated as non-responsive.
<table>
<tr><th>Code / Sub-</th><th>Description</th></tr>
</table>
</td></tr>
</table>

	class	
	Sub-class 30111	Building of commercial vessels: passenger vessels, ferryboats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.
	Sub-class 50111	Sea and coastal ferry service
	Sub-class 50112	Sea and coastal water cruise, water taxis and other sightseeing boat
	Sub-class 50113	Sea and coastal long distance water transport
	Sub-class 50119	Other sea and coastal water transport N.E.C.
	Sub-class 50220	Inland freight water transport
	Sub-class 52220	Service activities incidental to water transportation
Bid Opening Date:	Technical Bid will be opened **on 11/11/2026 at 10:30 Hrs.** Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.	
Documents required to be submitted by scanning through online:	Documents in support of fulfilling qualifying criteria as indicated above. EMD and tender fee in the form of online transfer/digital mode or Bank Guarantee mode.	
Officer- Inviting Bids:	Deputy Conservator, PPA	
Bid Opening Authority:	DC, FA & CAO, CME, TM	
Address:	Administrative Building, Paradip Port Authority, Paradip Port, Jagatsinghpur, Odisha-754142	
Contact Details:	Mail/mob. dc@paradipport.gov.in / +91 77890-33783	

Note: In case bidders need any clarifications or if training is required to participate in online tenders, they can contact the procurement team at above address: -

Deputy Conservator,
Pardip Port Authority

SECTION 2

1) Overview

Online Bids are invited in Two Bid System through e-procurement for **"HIRING OF 3rd BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS"** from eligible bidders meeting the minimum pre-qualification criteria and specifications as detailed in tender document. The three-bid system is (i) Tender fee, EMD or exemption certificates as applicable (ii) Techno-Commercial Bid &Integrity Pact and (iii) Price Bid-BOQ.

Paradip Port Authority (PPA) shall follow a single stage bid in three covers for selection of Qualified Bidders for the said work. Tender fee, EMD or exemption certificates as applicable in first cover, Techno-commercial bid & Integrity Pact in second cover and Price bid in third cover. The bids will be evaluated as per the Pre-qualification criteria. The bidders fulfilling the pre-qualification criteria will qualify for the next stage of bidding process i.e. Price Bid-BOQ. The tender document is floated in e-Procurement and PPA's websites: www.eprocure.gov.in and the bid should be submitted online in e-procurement only and no manual bids shall be accepted. If so, (a) The firm shall submit work completion certificate from the employer along with the work executed value for the similar work experience excluding GST (b) If the firm submit the similar work experience from private firm then they should submit the TDS traces from the Income tax department.

2) Techno Commercial Bid

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

I. Bidder shall log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time.

II. Bidder shall upload the duly filled Tender Form as per Section-7 Form-I in the company letter head.

III. Bidder shall upload (in Cover-I) the scan copy of Bid Security declaration as per Section-7 –Form-II in company letter head duly signed and stamped those are claiming exemption from paying the EMD, the bidder should send the hardcopy of Bid Security declaration to the tender inviting authority on or before the time of opening of technical bid.

IV. The bidder shall download the integrity pact format available in **Form III, Section 7** 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.

V. The bidder shall upload the Profile of the bidder as per Section-7 Form-IV.

VI. The bidder must submit the Form I i.e. tender form duly signed and stamped along with technical bid failing which tender shall be treated as non-responsive.

VII. Bidder shall upload duly filled Section-7, Form-V details of similar works executed in the past 07years ending on 31st August 2026. Also, copy of work order/LoA/ Contract Agreement and its relevant Completion Certificates for all the said similar works to be uploaded as proof.

VIII. Bidder shall upload duly filled Section-7 – Form-VI about average Annual Financial Turnover during the last 03 Financial Years ending 31.03.2025. The bidder should upload copy of Net worth certificate as on 31.03.2025, profit/loss statement, balance sheet audited by Chartered Accountant for the preceding 03 Financial Years ending 31.03.2025.

IX. The bidder shall upload Section-7 – Form-VII of Power of Attorney or Letter of Authority from the person holding valid power of attorney issued by the company in favour of the person authorized to sign the tender document etc.

X. The bidder shall upload Performance Security deposit (PSD) in the form of e-Bank Guarantee / Insurance Surety Bonds (preferably e-Insurance Surety Bond) / Fixed Deposit receipt / DD or online payment in the specified format Section-7 – Form-VIII or VIII-A on receipt of Letter of Award from Paradip Port Authority (PPA).

XI. The bidder shall submit/forward Consent of acceptance as per Section 7- Form-IX up on receipt of Letter of Award from Paradip Port Authority (PPA).

XII. The successful Bidder(s) shall execute/sign the contract Agreement within 15 days from date of submission of PSD as per Section-7- Form-X.

XIII. Bidder (s) interested to visit the site may do so with intimation to the tender inviting authority. Also, the Section – 7 Form – XI evidence of site visit is not mandatory.

XIV. The bidder shall upload the required information in the specified format Section-7 – Form-XII, XIII & XIV, in case the bidder wants to participate in the tender via Joint Venture / Consortium.

XV. The bidder shall upload an undertaking letter stating that the firm is not debarred or blacklisted by any Port/Central Government/State Government/PSU/Private firm in the specified format Section-7-Form- XV.

XVI. The specifications of the supplied tug shall conform to the general specifications endorsed at Section-8-Schedule-II. Any deviations in the supplied tug vis-à-vis promulgated General Specifications shall only be admissible to facilitate compliance with specific requirements of PPA as articulated in the Tender Document. Such deviations would be clearly brought out in Section-7-Form-XVII. The bidder shall remain responsible to obtain due approval from SSC/Recognised Classification Society (as the case may be) for such deviations which are emergent on account of specific requirements of PPA.

XVII. The bidder shall upload Section-7-Form-XVIII, GTTP Compliance Declaration (Along with relevant supporting documents) for the Tug offered by the bidder to be built and deployed in line with the general specifications published by IPA on 29.10.2024 as mentioned in Section-8-Schedule-II of tender document.

XVIII. The bidder will have to submit GGTP Compliant Certificate as per specified format Section-7-Form-XIX, at the time of delivery of the Tug to the Port duly certified by the class in line with the general

specifications published by IPA on 29.10.2024 as mentioned in Section-8-Schedule-II of tender document.

XIX. The bidder shall upload the undertaking from any Shipyard in India, before the commencement of keel laying as per specified format Section 7 Form XX.

XX. The bidder shall upload the undertaking from ESS Integrator / Provider, before the commencement of keel laying as per specified format Section 7 Form XXI.

XXI. The bidder must upload the format of List of documents to be submitted by the bidder as per Section-7 Form-XXIV.

XXII. If the documents as per Notice Inviting Tender (NIT) are not submitted by the bidder along with technical bid or shortfalls/clarification requirement are noticed, then, if desired, the Tender Inviting Authority may ask for shortfall documents/clarifications with recommendation of tender committee. However, all the shortfall documents should be historical in nature and no new additional /supplementary documents are acceptable.

3) Price Bid

1. Bidders have to duly fill the BOQ as part of "Price Bid" through e-procurement only.
2. The sample Price Bid Format has been mentioned in Section-8-Schedule-I.
3. All communication pertaining to this tender to be sent to the following address:

Deputy Conservator, Marine Department, Admin. Bldg. Paradip Port Authority, Paradip, Dist: Jagatsinghpur, Odisha-754142, Mail/Mob. dc@paradipport.gov.in / +91 77890-33783.

SECTION 3
1) Instructions for online bid submission

For **"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS".**

I. The bidder shall obtain e-token from a licensed Certifying Authority of National Information Centre (NIC) such as MTNL / SIFY / TCS / n Code / e-Mudhra to get access for Online Bid Submission through the e-procurement site http://eprocure.gov.in.

II. Bidder should do the registration in the tender site using the "Click here to Enrol" option available.

III. Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.

IV. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.

V. Bidder then logs into the site by giving the user id/password chosen during registration and password of the DSC/e-token.

VI. Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.

VII. Bidder should read the Tender schedules carefully and submit the documents as per the Tender.

VIII. If there are any clarifications required, the same may be clarified during the pre- bid meeting.

IX. Bidder should consider the corrigendum/addendum published (if any) before submitting the bids online.

X. Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in the required format. If there is more than one document, they can be clubbed together.

XI. Bidder selects the tender which he/she is interested using search option & then moves it to my favourite's folder. From the folder, appropriate tender can be selected, and all the details can be viewed.

XII. The bidder should read the terms & conditions and accept the same to proceed further to submit the bids.

XIII. The Bidder must select the payment option as offline to pay the EMD and tender document cost if applicable.

XIV. The details of NEFT/ DD instrument / any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the bid submitted will not be acceptable.

XV. The bidder must enter the password of the DSC / e-token and the required bid documents must be uploaded one by one as indicated.

XVI. The bidder must submit the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected / will not be accepted by the system.

XVII. The tendering system will give a successful bid updating message and then a bid summary will be shown with the bid no: the date and time of submission of the bid and all other relevant details. The bidder must submit the relevant documents required as indicated in the cover content. In case of any irrelevant files, the bid will be rejected.

XVIII. The bid summary must be printed and kept as an acknowledgement as a token of the submission of the bid.

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

XX. For any clarifications regarding the Tender, the bid number can be used as a reference.

XXI. Bidder should log into the site well in advance for bid submission to submit the bid in time (i.e.) on or before the bid submission time. If there is any delay, due to other issues, bidder only is responsible.

XXII. Each document to be uploaded online for the tenders should within the file size limit as specified in the e-procure portal. If any document is more than the mentioned file limit, it can be reduced by scanning at low resolution and the same can be uploaded.

XXIII. The time settings fixed in the server site & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

XXIV. All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & cannot be viewed by any one until the prescribed date & time of bid opening.

XXV. The confidentially of the bids would be maintained. Secured Socket Layer 128-bit encryption technology is used. Data storage encryption of sensitive fields is done.

XXVI. Any document that is uploaded to the server is subjected to symmetric encryption using a generated symmetric key. Further this key is subjected to asymmetric encryption using buyer's public keys. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

XXVII. For any queries, the bidders are asked to contact by mail cppp-nic@nic.in or by phone 1-800-3070-2232 well in advance.

XXVIII. Tenderer is required to submit their tender through online in the form of Three Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained and shall be summarily rejected.

XXIX. Tender Document can be submitted online only in the designated e-procurement portal www.eprocure.gov.in on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.

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

Section 4

1) Definitions

In the contract (as hereinafter) defined the following words and expressions shall have the meaning hereby assigned to them except where the context otherwise required. Terms which are defined in the Bid Data are also defined in the Conditions of Contract but keep their defined meanings. Capital initials are used to identify defined terms.

(a) "BOARD" – The Board means the Board of Directors of Paradip Port Authority (PPA) or their successors or Assignees.

(b) "CHAIRPERSON" means the Chairperson of PPA.

(c) "Deputy Conservator" means the Head of Marine Department of the PPA.

(d) "CONTROLLING OFFICER" means the representative of DC, PPA to control & monitor day to day operation during the contract period.

(e) "ISPS" means International Ship and Port Facility Security Code.

(f) PPA (For "HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS") means Board of Management of PPA

(g) "EMPLOYER" means PPA, the organization issuing the tender

(h) "THE SERVICE PROVIDER OR SUCCESSFUL BIDDER" means the person or persons, firm, corporation, or company whose tender has been accepted by the PPA and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.

(i) "CONTRACT" means the Bid which includes Instruction to Bidders, General Conditions of Contract, Form of Tender, Manning, Operation, Maintenance And Complete Technical Management Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, sections, queries raised by the Bidders before and during the pre-bid meeting, written replies and any addendum/ corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document etc. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre-bid meeting will form part of the Contract document.

(j) "CONTRACT PRICE" means the total sum of money to be paid by PPA to the Service Provider for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.

(k) "APPROVED/ APPROVAL" means the approval in writing.

(l) "O&M" means Manning, Operation, Maintenance and Complete Technical Management of Green Tugs at PPA Limits and other areas as required by the PPA.

(m) "CONTRACT PERIOD" means currency of contract period including extension period if any.

(n) "CONTRACT RATE" means Charter Rate per day of 24 (twenty-four) hours quoted by the bidder, as per BOQ, for Supply, manning, technical operation and maintenance of 01No. 60T Green Tugs.

(o) "AGREEMENT" means agreement between the successful Bidder/Bidders and PPA for charter of tug.

(p) "PAID DOWN TIME" means the time during which the 60TBollard Pull Battery operated Electric Green Tug owned by contractor, namely the supplied Tug is/are not available for operations due to any reasons with prior permission obtained from PPA and the daily hire rate is payable during this period. This period is for maintenance of the tug to ensure smooth uninterrupted operations.

(q) "BREAKDOWN" means the time during which the Green Tugs owned by contractor, namely the supplied tug is/are not available for mentioned operations as per requirement of PPA and for which no prior permission has been obtained from PPA and it is not of planned nature.

(r) "IN WRITING" or "WRITTEN" means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, telex, tele-fax or other modern form of written communication.

(s) "AUDITOR" means a statutory auditor as defined in the Company's Act.

(t) "Effective date of commencement of charter (D)" means the date of acceptance of Green Tug by the Port.

(u) "SSC" means Standing Specifications Committee constituted by the Ministry vide OM No. SY-13013/1/2020-SBR dated 27 December 2023.

(v) "Recognised Classification Society" means the classification society listed in Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.

2) Instruction to bidders (ITB)

a) General:

(i) Bids are invited by PPA from experienced and eligible bidders meeting the minimum qualifying for hiring of 3rd battery operated electric tug of 60 T bollard pull (green tug transition programme) including manning, operation, and maintenance for a period of 15 years at Paradip Port Authority & extendable by 02 more years. The first Cover shall contain Tender fee and EMD or certificate towards claiming exemption& bid security declaration, Second Cover shall contain Techno-Commercial bid & Integrity Pact and Third Cover shall contain the Price bid-BOQ.

(ii) Bidders are required to submit the tender offer in the form of single bid three covers system on or before due date as mentioned in the NIT.

(iii) The bidder shall make his all efforts to ensure the correctness of documents available on the website.

(iv) The bidder is expected to examine all instructions, forms, terms and specifications in the tender document and furnish the bid in full of required documents. Failure to comply the requirements of the tender will be at bidder's own risk. It would be deemed prior to the submission of the bid that the bidder has made complete and careful examination of requirements and other information set out in the tender document including inspection of site.

(v) The Bidder shall bear all cost associated with the preparation and submission of his bid.

(vi) The Bidder shall upload the e-bid well on time and to avoid last minute rush.

b) <u>Requirements of 60T Bollard Pull battery operated electric green tug:</u>

(i) The Green Tug to be supplied by the bidder shall be newly constructed and shall be compliant with General Specifications of Green Tug Transition Programme (GTTP) Phase-I as on the date of issuance of the tender, built under the Green Tug Transition Programme promulgated by the Indian Ports Association on its website on 29.10.2024.

(ii) The offered tug must be registered under Indian Flag and subsequently to be deployed to put on charter for operation at Paradip Port as per the scope of work and to engage in harbour operations trading only on smooth/ partially smooth waters near a Port during normal course of deployment.

(iii) The offered Tug must be compliant with General Specifications of Green Tug Transition Programme (GTTP) Phase-I notified for the ongoing phase of GTTP at the time of commencement of contract work at PPA (Year of built to be determined based on month and year of built mentioned in GTTP compliance certificate of the tug).

(iv) In case of non-supply of tugs during the stipulated period due to any reasons other than Force Majeure/ any extraordinary circumstances not attributable to the successful bidder. The successful bidder shall be liable to pay Liquidated Damage (LD) at the rate of Rs.50,000/- per day shall be imposed maximum for a period of 15 days, thereafter, PPA reserves the right to terminate the contract along with forfeiture of the PSD & debarment of the firm for a period of 02 years from participation in any tender of PPA or extend further with the approval of the Competent Authority of Paradip Port Authority on imposition of LD at the rate of Rs.1,00,000/- per day subject to advance payment of LD for the requested period of extension limited to the LD amount reaching 10% of the annual contract value. In case the bidder defaults by not fulfilling the requirements of the tender, such parties shall thereafter be barred from participation in further tenders for Chartering/ Hiring of any type of vessel for all Ports under the Ministry of Ports, Shipping and Waterways (MoPSW).

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

(vi) Since the tugs are on long term charter with PPA, in case PPA warrants, internship training for students, the same to be given as per PPA's instructions

(vii) The offered Tug should display the Name of the Port along with port Logo on both side in the accommodation area or in a conspicuous location as per PPA's requirement. Adequate lighting to be provided in that area to enable identification by other Tugs and ships at night time.

(viii) Non GTTP-ASTDS is not acceptable under this contract as substitute.

(ix) In case the successful bidder fails to supply new built ASTDS-GTTP tug within the stipulated period of 24 months from the date of issue of LoA, then they may supply a 60T Bollard Pull substitute operated Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract. Daily charter hire rate for the same tug shall be at par with the awarded daily Charter Hire Rate.

(x) If the firm does not commence the contract within the stipulated period of 24 months from the date of issue of LoA, then Liquidated Damage (LD) at the rate of Rs.50,000/- per day shall be imposed maximum for a period of 15 days, thereafter, PPA reserves the right to terminate the contract along with forfeiture of the PSD & debarment of the firm for a period of 02 years from participation in any tender of PPA or extend further with the approval of the Competent

Authority of Paradip Port Authority on imposition of LD at the rate of Rs.1,00,000/- per day subject to advance payment of LD for the requested period of extension limited to the LD amount reaching 10% of the annual contract value.

c) <u>Joint Venture / Consortium:</u>

1. The participation in the bid as Joint Venture / Consortium is allowed and number of partners in JV/Consortium shall be limited to maximum of three.

2. In case of JV/Consortium to qualify experience in similar works, merging of work order value executed by one or two of its members either as a whole or as member of JV/Consortium shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of JV/Consortium shall be considered together to evaluate experience.

3. The Lead Member of the JV/Lead Member of Consortium shall meet the Minimum Eligibility Criteria of Financial Turnover.

4. At least one member of the JV/ one member of the Consortium or jointly shall meet the pre-qualification criteria of experience of having successfully completed similar works.

The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as member of JV/Consortium or as a sub-contractor, authorized and approved by the Employer of the work(s) against which the tenderer has claimed his experience. Further, they need to upload the scanned permission letter for sub-contractor issued by principle (main client) otherwise the bid shall stand non-responsive.

In case the the Lead Bidder/ Member(s) of consortium, as appropriate, is of foreign nationality, then such entity shall:

1. have a registered office in India at the time of bidding, and the certificate of registration issued by the Registrar of Companies shall be submitted as documentary evidence.

2. submit the name and address of the agents/ representatives in India. Such agents/ representatives shall mandatorily be of Indian nationality

3. shall provide details of manpower and back-up office arrangements of its Indian entity or with the Indian JV/ Consortium partner for the smooth execution of the contract for its entire duration.

d) <u>Pre-qualification criteria:</u>

(i) The average annual financial turnover of the Bidder over the past three years ending 31st March, 2025 should not be less than **Rs.6,00,60,750/- (Rupees Six Crores Sixty Lakhs Seven Hundred Fifty) only excluding GST**, Certified copy by Chartered Accountant on their letter head having UDIN No. or audited balance sheet by chartered accountant firm having UDIN No. to be submitted as proof.

(ii) The bidder/ Lead Member of JV/Lead member Consortium shall have positive net worth as on 31st March 2025. The firm to submit the proof copy duly certified by the Chartered Accountant firm having UDIN No.

In case of international bidders'/ lead member of JV / Lead Member ofConsortium with annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference Rate as on the date of issue of the tender.

(iii) The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last 07 years ending 30.11.2025 should be either of the following:

(a) Three similar works each costing not less than **Rs.8,00,81,000/- (Rupees Eight Crore Eighty-one Thousand) only excluding GST;**

(OR)

(b) Two similar works each costing not less than **Rs.10,01,01,250/- (Rupees Ten Crore One Lakh One Thousand Two Hundred Fifty) only excluding GST;**

(OR)

(c) One similar work costing not less than **Rs.16,01,62,000/- (Rupees Sixteen Crore One Lakh Sixty-two Thousand) only excluding GST.**

Similar work means: "Construction of Crafts/ Ownership of Crafts/ Full Operations & Management of Crafts/ Technical Management including manning of Crafts/ Chartering of Crafts/ Hiring of Crafts.

Craft means which are self-propelled and registered under Merchant Shipping Act 1958 / Any other applicable Act / other Registering Authorities which includes but not limited to Ships, Tugs, Supply Vessels, Offshore Vessels, Launches, Boats, Dredgers having a minimum Gross Tonnage of 100 and above.

However, in case the bidder is having experience in Construction/ Ownership of Crafts, then the bidder need to execute a valid agreement for full tender period of 15 years with a competent Operations & Management Partner as JV/Consortium for providing end to end operational services to the port in case the bidder itself does not desire to provide Operations & Management Services directly to the port.

(i) In case of the Lead Bidder/ Member(s) of consortium, as appropriate is having annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference Rate as on the date of issue of the tender.

(ii) The Bidder should submit the documentary proof for satisfactory performance from the owners/clients for whom the crafts were constructed/ owned/ operated/ chartered/ supplied and operated successfully in last 07 years from 31st August 2026.

(iii) For ongoing contract, the bidder shall submit satisfactory performance certificate in place of completion certificate from the employer indicating contract value for the completed period of the contract for qualification. Completed value of work as on 31st August 2026 should be considered for qualifying criteria.

(iv) The Lead Bidder/ Member(s) of consortium should have adequate capability and resources to be in business of Construction/ Ownership/ Chartering /Hiring/ Operations & Management of Crafts.

Note:

1. Copies of the work order / LoA/ Contract Agreement and its relevant Completion Certificates with executed value excluding GST for all the said similar works to be uploaded.

2. If the bidder has executed the work in private organization, necessary TDS certificate issued by the private organization shall be submitted along with TDS traces from the income tax department, Govt. of India.

3. Auditor's report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March 2025, i.e. for the financial years 2022-23, 2023-24 & 2024-25 should be uploaded.

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

The base year shall be taken as the Financial Year ending in 31st March 2025.

Financial Year	**Multiplication Factor**
2024- 2025	1.0
2023- 2024	1.02
2022- 2023	1.025
2021- 2022	1.04
2020- 2021	1.19
2019- 2020	1.28
2018- 2019	1.29

Notes: Above multiplication factors are derived by dividing the WPI of base year i.e. 2024-25 with WPI of corresponding years.

e) <u>Selection of Shipyard:</u>

(i) In the event of bidder(s) choosing to participate in the form of a JV/ Consortium, existence of a Pre-bid agreement with a Shipyard is encouraged to facilitate immediate commencement of construction and maintenance of service quality parameters post award of tender. However, owing to first in class construction, involving multiple novel technologies, formation of pre-bid consortium shall be optional.

(ii) Notwithstanding, relaxation accorded at clause 2(e)(I) above, Bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with a shipyard in accordance with specified format at Section 7, Form XXIII.

(iii) Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7-Form-XX before the commencement of keel laying.

(iv) The Shipyard shall be responsible for getting the GTTP Compliance Certificate from any recognised Classification Society. In case the proposed design is substantially different from the published general technical specifications by IPA on 29.10.2024, the Shipyard shall submit the technical specifications of the Green Tug to SSC and get its approval before the commencement of tug construction.

(v) The shipyard must be situated in India and should have experience of constructing at least 03vessels of 300 Gross Tonnage and above during last 07 (seven) years ending 31st August 2026.

f) <u>Selection of Energy Storage System (ESS) Supplier and Electrical Integrator:</u>

(i) In the event of bidder(s) choosing to participate in the form of a JV/Consortium, existence of a Pre-bid agreement with an Energy Storage System (ESS) Supplier and Electrical Integrator is encouraged to facilitate immediate commencement of construction and maintenance of service quality parameters post award of tender. However, owing to first in class construction, involving multiple novel technologies, formation of pre-bid consortium shall be optional.

(ii) Notwithstanding, relaxation accorded at clause 2(e)(I) above, bidders would be required to submit an undertaking for submission of documentary evidence in support of such an agreement with an ESS Supplier& Electrical Integrator in accordance with specified format at Section 7, Form-XXIII.

(iii) Notwithstanding, anything mentioned above the selected Energy Storage System (ESS) Supplier & Electrical Integrator shall be responsible for providing undertaking in the prescribed format as per Section-7-Form-XXI& XXII before the commencement of keel laying.

(iv) The ESS Supplier and Electrical Integrator shall be responsible for making seamless arrangements to operate the tug in various modes of operation as per GTTP specifications.

g) <u>Online Vessel Performance Monitoring System (VPMS):</u>

(i) The Bidder/ Shipyard/ ESS Supplier & Electrical Integrator or provider shall be responsible for supplying the online vessel performance monitoring system as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.

(ii) An Online Vessel Performance Monitoring System (VPMS) shall be developed and installed in the vessel in such a manner that this system is able to share data to Port Control Room for SLA monitoring and such other systems as per the satisfaction of the port. The on board VPMS shall seamlessly interface with Shore based Green Tug Monitoring System (GTMS) through a common/standardised internet/cloud-based solution for data capture, performance monitoring and analytics to ensure fleet inter-operability and standardisation at major ports. Data sharing by the onboard VPMS with Shore based Green Tug Monitoring System shall be as per the general specification document published by the SSC. Such general specification document shall be published by SSC before the commencement of keel laying.

(iii) VPMS integration with Shore based Green Tug Monitoring System (GTMS) shall be successfully demonstrated to the satisfaction of the port before the delivery of the Green Tug.

h) <u>Shore Power Charging Infrastructure:</u>

(i) The Shore Power Charging Infrastructure along with Cable Management System shall be developed and provided by the contractor as per the Standard Shore Power Charging Infrastructure Specifications defined by SSC to ensure interoperability of the tug in various major ports.

(ii) The Paradip Port shall provide 11KV power supply input to the charging unit infrastructure in place of 690V mention in the clause No.868 (Electric Shore Supply) of General Specification of GTTP phase-1.

i) Bid Security Declaration:

In case of Micro and Small Enterprise (MSEs) holding valid certificate issued by any agencies/organization under The Ministry of Micro, Small and Medium Enterprises indicating the list of activity related to the subject tender as per National Industrial Classification -2008 mentioned in the table below only shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid & relevant certificate on https://eprocure.gov.in/eprocure/app website along with 'Bid Security Declaration Form' (Section 7, Form-II) in preliminary bid (Cover-I) failing which the bid shall be treated as non-responsive.

j) Integrity Pact:

The bidder shall download the integrity pact format available in Form III, Section 7 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.

k) Number of Bid submissions:

Each Bidder/ Consortium shall submit only one bid. A bidder/ member of the consortium who submits or participates in more than one bid will cause all the proposals with such entity's participation to be disqualified. Firms participating as consortium shall ensure that they are part of only one bid submission, failing which all the proposals of the firm shall be summarily rejected.

l) Tender validity:

The tender shall remain valid for a period of 180 days from the date of opening of the technical bid. PPA reserves the right to seek extension of the validity period. The request for extension and response thereto shall be made in writing. However, the bidder agreeing to the request shall not be permitted to modify the tender. In the event of agreeing to the extension, the bidder shall correspondingly extend the validity of the tender suitably against this tender.

m) Cost of tender:

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

n) Port visit:

The Bidder, at the Bidder's own responsibility and risk is encouraged to visit the port and examine the Site of Work area and its surroundings and obtain all information that may be necessary for preparing the Bid. All costs associated with such visit to the site shall be borne by the bidder.

o) Right to annul the bidding process:

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

assigning any reason. PPA 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.

p) Authority for signing tender document:

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

(ii) For proprietary firms, the documents required are Shop & establishment License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, Identification of the proprietor.

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

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

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

q) Pre bid meeting:

The Pre-bid meeting will be held on the date and time as mentioned in the e-Tender Timelines of Section – 1. The bidders shall submit their queries in writing to PPA in connection with this tender well in advance to the email ids as mentioned in communication address.

r) Addendum / Corrigendum of tender documents:

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

s) Submission and closing date of tender:

The Bidder shall submit the bid (Techno-Commercial Bid and Price Bid) through e-procurement mode prior to last date and time of bid submission as indicated in the NIT. The bidders must submit the hard copy of Integrity Pact and EMD if submitted in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) / fixed deposit within one week from the last date of submission of the tender.

t) Bid opening and evaluation:

(i) On the day of bid opening as mentioned in the NIT, the Cover- I (Tender Fee, EMD or certificate for claiming exemption & Bid Security Declaration) and thereafter Cover-II (technical bid, Integrity Pact) will be opened through e-procurement only.

(ii) The tender shall be evaluated based on documentary evidence and quoted rates in the enclosed format of BOQ. Evaluation of tender shall be as per **Clause (u) of Section 4.**

(iii) 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.

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

(v) The bidder should not indicate the quoted rate directly or indirectly in Cover – I or Cover-II. Any such offer shall disqualify the tender forthwith.

(vi) For the Pre-qualification stage, the bidders must furnish information on their Technical and financial capability in Cover-II in accordance with the conditions and formats specified in this Tender Document, Non-compliance will lead to rejection of their bid. During Tender evaluation, if required, PPA shall seek the clarification from the bidder based on uploaded document. Additional/supplementary documents shall not be considered.

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

(viii) The Cover–III containing online price bids of all the Techno-Commercially Pre-qualified bids will be opened on the date and time which shall be notified to the bidders by PPA through e-procurement portal.

(ix) The Cover - III (Price Bid) of the bidders who fail to Pre-qualify will not be opened.

(x) An e-Tendering proposal shall be considered responsive if:

a) It is received by the proposed Due Date and Time.

b) It contains the information and documents as required in the bid document.

c) Contains Bid declaration form in lieu of EMD.

d) It contains information in formats specified in the Tender document.

e) It mentions the validity period as set out in the document.

f) There are no significant inconsistencies between the proposal and the supporting documents.

u) <u>Evaluation of bids:</u>

The techno-commercial bid of the tenders shall be evaluated on the basis of submitted documents online in the cover-II. If any tenderer submit their bid with similar work experience as joint venture (JV)/ consortium but participate as a single entity then their work executed value shall be calculated as per percentage of share/ratio mentioned in the joint venture (JV)/ consortium agreement. The firm shall submit the JV/Consortium agreement containing the percentage of share/ratio along with technical bid.

After getting technically qualified, the bidder quoting the lowest price will be considered for acceptance and if in the opinion of the port, the rate quoted by successful bidder is abnormally high/low compared to the estimated cost of the work, the employer may ask the clarification from the bidder to produce detailed price analysis with justification for all items of the bill of quantities.

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

Quoted Charter Hire Rate per Day = X

Paradip Port Authority decision on this shall be final, conclusive and binding. Price bids of only those tenderers who have qualified in Technical Bid will be opened.

The bidder quoting Lowest Charter Hire Rate per Day shall be declared as L1 Bidder and will be eligible for issuance of Letter of Award, provided the other formalities as per tender conditions are fulfilled.

The Port shall provide fuel for DG sets free of cost for the Tug during the tenure of the contract. Considering multiple new technology integration in this project, fuel consumption for the hired tug shall be supplied by the Port on actual consumption basis. The free supply of fuel shall be capped based on equipment fit specifications (DG sets) or as decided by Port Authorities, whichever is lower.

Fuel for DG set per hour per set = ---- Litres per Hour (To be declared by the port considering average actual consumption per hour for initial twelve months from the date of commencement of contract)

The Port shall provide shore power free of cost for the Tug during the tenure of the contract.

During the tenure of the contract, if the Tug monthly fuel consumption exceeds the Port's declared figures, the cost towards the excess consumption of fuel will be recovered / deducted from the contractor's monthly bill, as per fuel rates prevailing at that time plus 20% overhead charge. Port Authority's decision in this regard shall be final, conclusive and binding.

The fuel consumption of the DG set of green tug will be calculated as per the following formula:

(i) Fuel oil consumption DG Engines in litres/hour = A

(ii) Cost of fuel (prevailing oil supply company rate) = B

(iii) Actual running hours = C.

(iv) Fuel Cost to be calculated D = A x B x C.

v) **<u>Award of work:</u>**

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

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

3. The successful Bidder shall send the Consent of Acceptance (COA) **within reasonable period not exceeding 15 days** of issue of the Letter of Award (LOA). In case the successful Bidder fails to send the Consent of Acceptance within the period stipulated above, the LOA is liable for cancellation and the EMD/ Bid Security of such successful Bidder shall be forfeited.

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

5. The successful Bidder shall furnish the **Performance Security Deposit (PSD) of an amount equal to 10% of the annual contract value having validity of 03 (three) years 02(two) months with claim period of further twelve months in the form of** Insurance Surety Bonds (preferably e-Insurance Surety Bond), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or e-Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safeguarding the purchaser's interest in all respects and to be renewed annually keeping it valid 02 (two) months beyond the contract period. Above PSD shall be submitted within 30 days from the date of issue of Letter of award (LOA). If the firm shall submit in the form of BG then it should be e-BG as per **Form VIII** and if it is in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) or Fixed deposit, then it should be as per the **form VIII-A**.

6. **EXTRA ADDITIONAL SECURITY DEPOSIT (EASD) & ITS CALCULATION**

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 three cover 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.

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

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.

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

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 forfeited along with debarring the contractor for a period of 02 (two) years from participating in any tender of PPA, if the contractor fails to execute the contract satisfactorily as per the scope of work.

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

7. 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 / BG of 5% over the original (as per LoA) security deposit / 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 / BG of 10% over the original (as per LOA) security deposit / BG value in addition to above 5% (i.e. total 15% extra).

(iii) If the Contractor fails to deposit 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.

8. The performance Security Deposit shall be as per **Section-7-Form-VIII & VIIIA** format.

9. The successful Bidder(s) shall sign the contract Agreement **within 15 days from date of submission of PSD**.

10. If the successful Bidder fails to execute the agreement within the stipulated time to sign the Agreement, the Letter of Award is liable for cancellation.

SECTION 5

1) Scope of work for charter of one 60T battery electric green tug:

"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS".

The contract involves supply of 01 No. 60T bollard pull Battery Electric Green Tug to PPA for a Period of 15 (Fifteen) years as per broad specifications stipulated in the tender with full crew, provisions and all stores excluding electricity, fuel and fresh water for operations in PPA with the following requirements:

The offered tug shall be compliant with the general specifications of Green Tug Transition Programme (GTTP) Phase-I as on the date of issuance of the tender, built under the Green Tug Transition Programme promulgated by the Indian Ports Association on its website on 29.10.2024.

The Shore Power Charging Infrastructure along with Cable Management System shall be developed and provided by the contractor as per the Standard Shore Power Charging Infrastructure Specifications defined by SSC to ensure interoperability of the tug in various major ports.

The Paradip Port shall provide 11KV power supply input to the charging unit infrastructure in place of 690V as mentioned in the clause No.868 (Electric Shore Supply) of General Specification of GTTP phase-1.

Based on specific operational requirements identified by PPA and endorsed by PPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of PPA.

The offered 60T Bollard Pull Battery operated Electric Green Tug register under Indian flag Tug to be put in to operation within stipulated time. The bidder is required to submit all the specification of the tug to be offered to PPA as per Section 5 clause-2 along with GA plan approved by Shipyard.

2) Technical specifications:

1. The specifications of the supplied tug shall conform to the general specifications endorsed at Section-8-Schedule-II. Any deviations in the supplied tug vis-à-vis promulgated General Specifications shall only be admissible to facilitate compliance with specific requirements of PPA as articulated in the Tender Document. Such deviations would be clearly brought out in Section-7-Form-XVII. The bidder shall remain responsible to obtain due approval from SSC/Class authority for such deviations which are emergent on account of specific requirements of PPA.

2. The contractor shall always supply and keep on board minimum of 01 no. 110 mm dia of 100 m long tested polypropylene or higher standard rope on the drum and additional spare 02 nos. of 110 mm dia of 100 m long tested polypropylene or higher standard rope for towing purposes.

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

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

5. Joint On hire survey/off hire survey will be carried out at Paradip Port in the presence of PPA's Representative and Competent surveyors to assess the quantity of fuel on board. On hire and off hire survey at PPA's time on contract. Cost of the surveys shall be borne by the contractor.

6. Paradip Port shall be the port of delivery and the contractor's port of redelivery to take over. PPA shall pay for all fuel cost remaining in the tug at the time of delivery and contractor shall pay the fuel cost at the re-delivery along with GST.

7. Based on specific operational requirements identified and endorsed by PPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of PPA for various lawful services including towing, docking and undocking of vessels at PPA and round the clock (24 hours a day) and throughout the contract period.

8. Deviations to General Specifications emergent due to specific operational requirements identified by Paradip Port Authority would be clearly brought out by the bidder in Section-7 Form-XVII.

9. The bidder shall remain responsible to obtain due approval from SSC/Class authority for such deviations which are emergent on account of specific requirements of PPA.

10. In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the PPA to the Contractor and penalty Section 5 Clause 6 and Termination Section-6 Clause 20 shall apply.

11. The contract involves hiring of 01 No. 60T Battery Electric Green Tug by PPA for a period of 15 (Fifteen) years as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants.

12. PPA is Hiring the Tug for carrying out shipping operations 24 Hrs. X 7 Days in hybrid mode, at Paradip Port with the exemption of time for charging the batteries plus allowed maintenance period (Paid Downtime) allowable to them during the Charter period. The controlling officer of the tug shall be the DC, PPA or his representative and the crews of the tug shall comply with all instructions from the Deputy Conservator of PPA and/or his/her representative.

13. The crews of the tug shall take instructions regarding the operations from Deputy Conservator or his/her representative.

14. All operational costs including crew Wages, Allowance, Victualing, Insurance of Personnel, Hull and Machinery, Protection and Indemnity, Stores, Lubricants and equipment will be borne by the Contractor. Repairs, Survey and other requirements to keep the tug operational will be on Contractor's account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in non-payment of hire charges, for the period tug were not made available and penalty Clause of the contract Agreement shall apply.

15. On the date of commencement of the service, the Tug offered/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.

16. The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.

17. The Contractor shall be responsible for the injuries, loss of life to the Tug crew/ Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.

18. The Hiring will be for a period of 15 (Fifteen) years for 01 No. 60T Bollard pull Battery operated Electric Green Tug from the date of providing the Tug on charter by the Contractor to PPA. PPA will pay the charter rate at the original quoted rate till five years and an escalation of 5% on the quoted Charter Hire Rates shall be given after the completion of 5th year and another escalation of 5 % on the ongoing Charter Hire Rates shall be given after the completion of 10th year. Other terms and conditions will remain same throughout contract period. However, for the extended period if any beyond 15th year then escalation of hire rate shall be given @5% on the 15th year's rate.

19. The Tug shall be available for the Port operations on all days of the year except for the allowed maintenance period of two days for Tug in a month. The Bidder shall be eligible for 48hours (i.e. 2 days) allowed maintenance period for Tug in a month i.e., 24days in a year during the currency of contract. Downtime shall be allowed from the accumulated downtime. However, Downtime shall not be carried forward to the subsequent year of engagement.

During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of Navigational aids, deployment of buoy etc. as directed by the Deputy Conservator or his authorized Representative(s).

20. The Contractor shall ensure that the Tug are in state of constant readiness and shall be ready for movement at 10 min notice on usual circumstances. The Tug shall be used as and when required and as instructed by the Controlling Officer or his authorized representative(s). The Master and Engineer shall maintain deck and engine logbook respectively and the same shall be submitted for the scrutiny of the Deputy Conservator or his authorized representatives(s) whenever requested. The completed logbook shall be sent to the Deputy Conservator's Office at the end of every month for checking by Officer designated by the Deputy Conservator. The battery performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.

21. The Contractor shall comply with Indian Merchant Shipping Act, Indian Ports Act, Harbour Craft Rules and Regulations if any of PPA's and any other legislation related to operation of 60T Bollard Pull Battery Electric Tug

22. The Contractor shall be solely responsible for reporting simultaneously to Deputy Conservator and the Police Department immediately of any serious or fatal accidents on the Tug or at any place belonging to the Board including premises leased to or by the Board to any of his employees / workmen engaged by him. The Contractor shall indemnify PPA against any claims or actions arising there from.

23. The Contractor must pay the Wages to the crew engaged by them. The Contractor must take the insurance policy covering all type of risks of all employees, crew and vessel throughout the charter period including Hull and Machinery Policy. The payment of wages to the crew as per MS Act MUI /NUSI agreement. Failure to make payment of wages to the crew, PPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, PPA will be at liberty to encash the Performance Guarantee/ Performance Security deposit (PSD).

24. The Contractor shall carryout the works strictly in accordance with the contract to the satisfaction of the Controlling Officer i.e. the Deputy Conservator or his authorized representative and shall comply with and adhere strictly to his instructions and directions on any matter (whether mentioned in the contract or not) all within the Natural Capabilities of the tug.

25. The Contractor shall not otherwise than in accordance with the Statutes, Ordinances and Government Regulations or Orders for the time being in force import, sell, give, barter or otherwise dispose of any alcoholic liquor or drugs or permit or suffer any such importation, sale, gift, barter or disposal by his agent or employees.

26. The Contractor shall not indulge in any smuggling or illegal activities, give, barter or otherwise dispose of to any person or persons any arms or ammunition of any kind or permit or offer the same as aforesaid.

27. The Contractor shall always take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same. In case, PPA receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously and charter rate for the day shall be deducted as a penalty and for serious offences, the concerned personnel shall not be allowed to operate the tug and suitable replacement shall be arranged by the Contractor within 48 hours as per the provisions of 60T Battery Electric Green Tug SOP. If the offence is serious, PPA shall inform to the concerned enforcing authorities.

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

29. The Successful Contractor has also to carry out all operations at the maximum capacity of the tug during emergency(s), if required, at no extra cost to PPA. The Penalty clause shall apply in case of failure of Contractor to fulfil such assignments.

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

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

32. In case of substitution of Tugs, the contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Programme, as third party for Survey if the bollard pull test is not conducted in the preceding 06 months of the offered initial substitute Tug at contactor's cost. PPA may accept the Bollard Pull Test certificate issued by the class surveyor in the preceding 06 months for the date acceptance of the substitute tug. Trials by Surveyor shall be carried out in the presence of PPA's Representative(s) at PPA with full manning crew. Survey report, inspection report and speed trial report by IRS or any other classification society approved by Standing Specification Committee for Green Tug Transition Programme, shall be submitted to PPA for acceptance of the tug within 03 days and not exceeding 07 days after availability of tug at PPA and the Tug shall be under class throughout the contract period.

33. The Contractor shall be responsible to provide evidence that the tug operates at the required Bollard Pull before commencing the contract and whenever required during the contract period, at the Contractor's cost and time. Before commencing the contract, the offered tug shall undergo a Bollard Pull test to verify the required pull as per tender specifications at full load (100%) using the batteries only, with the battery capacity test conducted in the presence of the Classification Society and PPA representatives. The test shall be performed using the battery-operated system at full load

to assess battery efficiency. Additionally, the Contractor shall carry out the Bollard Pull test in the presence of a Classification Society surveyor and Port's representative at each dry docking, with the surveyor's report submitted to the port. All Bollard Pull tests during the contract tenure shall be conducted at the Contractor's cost.

34. Port reserves the right to carry out Bollard Pull test of the tug at its discretion at any time during the contract period maximum once in a calendar year at contractor's cost. In case Bollard Pull of tug is not meeting the required pull, penalty equivalent to 1% of the charter rate per day + GST for each tonne or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below 90% of the required Bollard pull, the tug will be off hired and penalty clause will be applicable.

35. The Contractor should also comply with ILO / IMO Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of tug as per guidelines. The proofs for the same should be maintained onboard for verification. The crew posted shall be able to converse in English on VHF.

36. The tug shall be on 24 hours' duty round the clock, 07 days a week, 365 days a year except the allowed maintenance and battery charging period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also, the contactor to comply other instructions of Deputy Conservator or any other person authorized by PPA.

37. The Master and crew shall not conflict with the orders of Indian Navy or Coast Guard while on duty. The crew shall strictly comply with all Indian Penal/Customs/Immigration/Health Laws and the PPA Regulations.

3) Log book

1. The tug shall maintain deck and engine logbook as per trade practice and the same shall be submitted to the scrutiny of the Deputy Conservator or his authorized representatives, whenever requested.

2. The completed logbook shall be sent to the Deputy Conservator's Office at the end of every month for checking by Officer designated by the Deputy Conservator. The Engine performance, fuel oil issue and consumption, maintenance details, Engine speed and load, repairs and all-important events that are taking place shall be logged in chronological order in the logbooks.

3. It shall be the responsibility of the contractor to report to PPA and Security personal deployed by PPA during any serious or fatal accidents on the tug or at any place in PPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify PPA against any claims or actions arising there from.

4. In case of receipt of complaints from any crew regarding the non-receipt of wages, PPA shall examine the matter and if found reasonable, make the wage payment, premium for employees' welfare scheme payments and the same shall be recovered from the monthly bills payable to the Contractor. In such cases, a penalty of 5% on the total amount including GST shall be recovered from the contractor. In the event of insufficient funds, PPA will be at liberty to encash the Performance Guarantee.

4) Illegal activities

The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against PPA. Also, always take all reasonable precautions to prevent any unlawful riotous

or disorderly conduct by or amongst his employees and for the preservation of peace and protection of persons and property in the neighbourhood of the work against the same.

In case, the Deputy Conservator receives complaints of indiscipline or refusal to carry out the orders of his authorized representative the same shall be viewed seriously. Contractor's personal shall not conflict with orders issued by Deputy Conservator or his/her authorized representative, while on duty. If any personnel are found to be undesirable to be employed in the work, due to administrative or any other reasons, 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 Deputy Conservator.

Any person so removed from the work shall be replaced within a period not more than 07 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.

5) Deployment

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

6) Penalty

If tug is inoperative / unavailable and PPA is denied use of the tugs, penalty will be levied from the time and date of such in-operative/unavailability after allowing any paid down time (if available) to the credit of the contractor up to the time and date of break down / in-operative as follows:

In addition to non-payment of charter hire charges on prorate basis and penalty as below will be levied

Up to 45 Days	10% of hire charges per day
46 - 90 Days	20% of hire charges per day
Beyond 90 Days	30% of hire charges per day

- If the tug is not available up to 30 minutes, there is no penalty. If non-availability continued beyond 30 minutes, then it will be considered as one full hour.
- One hour and part thereof will also be considered as full hours i.e. if the Tug is not available for 01 hour 20 minutes, then non- availability will be considered as 2 hours and so on.
- In case of non-availability for 01 hour, 02 hours and so on, penalty will be imposed @ 10% of hire charges per hour in addition to Non-payment of hire charges per hour on pro-rata basis.

This Clause will be operative, if the tugs remain non-operational due to breakdown or for any other reason and/or the operator take more than the accumulated Down Time as specified in this Tender Document and/or the Contractor refuses to do the operations as per the directions of the Deputy Conservator or his authorized representative for any reasons. In addition to the non- payment of charter rate for the period of non-availability of the tugs, the Penalty shall be levied as per the provisions of the relevant clauses of this Tender Document and the Contractor shall pay the penalty amount or the amount will be adjusted from the monthly payment or from any amount due to him or from the Performance Guarantee.

If the Tugs are not operational even after forty-five (45) days: -

The contractor has to provide a Substitute Tug with specifications acceptable to port in sea worthy and efficient condition having in possession of all necessary valid certificates and Class certification from IRS/ any other classification society and at such charter rate as declared by port in Substitute Tug (Section 6 Clause 36) clause of the tender document. In case a substitution is made by the contractor. The contractor should diligently take efforts to deploy the substitute tug at the earliest but not exceeding 90 days from the day of non-operation.

Beyond 90 days' contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence.

Further, the substitute tug which is deployed by the contractor shall be required to operate for a maximum period of 180 days only from the date & time tugs are deployed and failure to deploy the originally offered tugs within 180 days, the contract is liable to be terminated at the discretion of PPA, unless the port authority specifically grants an extension period with reasons to be recorded in writing. If the offered crafts are rendered beyond repair as per undertaking submitted by the contractor, the substitute tug with similar or better specifications only may continue for remaining currency period of contract at the sole discretion of PPA.

If the Contractor fails to provide the substitute tug after 90 days: -

If contractor expresses his inability to provide the offered tug or substitute tug by the 90th day, then the contract may be terminated. In case of termination, the Paid Downtime to the credit of contractor will lapse and penalty as per tender document shall apply. The Performance Guarantee shall be encashed as per general conditions of the contract.

SECTION 6

1) Right to accept or reject any bid

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

2) Determination of responsiveness & non-responsiveness

a) Responsiveness checklist

The Bid submitted through E-Procurement bid will be scrutinized to determine whether the bid is substantially responsive to the requirements of the bid documents, including technical specifications without any deviations or reservation.

The Bidder need to submit all details and documents like PANCARD, GST, Company Registration documents, Company Profile, Key Personnel documents etc.

The responsive checklist shall include but not limited to submission of Forms as mentioned in Checklist of Forms -XXIV in Section-7 and Price Bid as mentioned in Section-8-Schedule-I. The decision of the PPA in this regard shall be final.

b) Non-responsive

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

1. The Bidder includes/adds any condition/corrections in the Price Bid.

2. All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.

3. The Charter Rate is not quoted as per BoQ as per the instructions given in the Bid.

4. The rates are quoted in a currency other than Indian Rupees.

5. Tender is submitted without proof for ownership/ legal possession or contractual obligation of the Tug/ relevant experience for eligibility as stated in the tender.

6. Tenders submitted without mentioning in detail the specification of the tug offered or those found non-conforming to the minimum required technical specification as mentioned in the 'Scope of Work' of the tender document.

7. Tenders without furnishing the proof for average annual turnover for the last 03 (three) years and other financial reports as per mentioned in the applicable Sections.

8. The tender submitted is not fulfilling the above responsive checklist criteria will be treated as non-responsive offer.

3) Confidentiality

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

4) Notification of award and delivery

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

2. The tug(s) must be placed at disposal positively within 03 days after availability of tug at PPA and grant of permission by PPA, the Contractor shall ensure that the tugs are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green Tug Transition Programme.

3. Upon the receipt of Letter of Award (LoA) of the contract, the successful bidders shall send Consent of Acceptance (CoA) and prepare the contract Agreement included in the Bid Document (Section 7-Form-X), 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 PPA, duly executed on stamp paper for appropriate value within 15 days from the date of submission of PSD. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to PPA.

4. The successful Bidder shall submit e-Bank Guarantee and other modes as mentioned towards Performance Guarantee prior to signing of agreement.

5. Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted. The decision for such an extension if any will be at the discretion of Paradip Port Authority.

6. Commencement of contract is 24 months from the date of issue of Letter of Award (LoA).

7. No correspondence will be entertained from the unsuccessful bidders.

5) Performance Security Deposit (PSD) and EASD

1. The successful Bidder shall furnish the **Performance Security Deposit (PSD) of an amount equal to 10% of the annual contract value having validity of 03 (three) years 02 (two) months with claim period of further 12 (twelve) months in the form of** Insurance Surety Bonds (preferably e-Insurance Surety Bond), Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or e-Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form safeguarding the purchaser's interest in all respects and to be renewed annually keeping it valid 02 (two) months beyond the contract period. Above PSD shall be submitted within 30days from the date of issue of Letter of award (LOA). If the firm shall submit in the form of BG then it should be e-BG as per **Form VIII** and if it is in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond) or Fixed deposit, then it should be as per the **Form VIII-A**.

2. **EXTRA ADDITIONAL SECURITY DEPOSIT (EASD) & ITS CALCULATION:**

Over and above the EMD, 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 bid) OR non-

deposit of EASD by the successful bidder will be 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/ 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 forfeited along with debarring the contractor for a period of 02 (two) years from participating in any tender of PPA, if the contractor fails to execute the contract satisfactorily as per the scope of work.

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

1. 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 / BG of 5% over the original (as per LoA) security deposit / 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 / BG of 10% over the original (as per LOA) security deposit / 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.

2. The Performance Security Deposit shall be as per **Section-7-Form-VIII& VIII– A** format.

6) Compliance with statutory requirements

1. The bidder shall always during the currency of the contract comply with all statutory regulations/ rules in force from time to time.

(a) On board Crew wages shall be paid by the successful bidder as per the MUI/ NUSI guidelines.

(b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.

(c) Bidder must produce duly signed copies of all relevant documents like Crew/ shore staff wages, EPF, ESI etc. to PPA along with the monthly bill.

(d) The contractor shall have valid P&I Insurance for crew and insurance cover for employees other than crew.

(e) The contractor should comply all statutory labour laws and regulations in force.

2. The Contractor should comply statutory regulations in force from time to time. If as a result of contractor's failure, negligence, omission, default or non-observance of any provisions of any laws, the PPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the PPA shall be entitled to deduct the same from any money due or that may become due to the Contractor under this contract or any other contract or otherwise recover from the Contractor any sum which the PPA is required or called upon to pay or reimburse on behalf of the Contractor.

3. The crew should be w**i**th proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, and SID etc. The contractor to submit the copies of such certificates to PPA and produce the originals for verification as required.

4. The contractor shall always during the currency of the contract comply with all statutory regulation/ rules in force from time to time. Shore personnel wages if any shall be paid by the contractor as per the Labour laws/ guidelines.

5. Contractor must submit duly signed copies of all relevant documents like wage slip and proof of payment for EPF, ESI, and Insurance for the employee other than crew if deployed at PPA along with the monthly bill. Contractor must submit the evidence of GST payment for the previous month along with the bill of 2nd month onwards.

7) Maintenance and Operations

1. The contractor shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator or his representative and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract. The tug should have provision for embarking/ disembarking of pilots as a when deemed necessary.

2. The tug shall during the charter period be for all-purpose at the disposal of PPA and under their control in every respect. The Contractor shall maintain the tug, machinery, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and they shall always keep the tug with unexpired classification of the class/ MMD and with other required certificates in force.

3. PPA shall have the use of all outfit, equipment, and appliances on board the tug at the time of delivery. The Contractor shall from time to time during the contract period replace such items of equipment as shall be so damaged or worn as to be unfit for use on urgent basis. Contractor is to carry out all repairs or replacement of any damaged, worn out or lost parts or equipment be affected in such manner (both as regards workmanship and quality of materials) as not to diminish the value and efficiency of the tug. The Contractor shall have to replace the equipment in case of obsolescence or damage due to faulty operation or due to natural calamities.

4. The tug in-charge/officer shall execute PPA's instructions with the utmost dispatch and to render customary assistance with the tug crew. The Tug in-charge/officer to be under the order of PPA

except as regards employment, agency or other arrangements. In case PPA incurs any expenditure about any unlawful action by crew members or any personnel of contractor the same will be deducted from contractor's account.

5. PPA or its representative will give all instructions to tug in- charge/ officer/ crew in English only and the tug in-charge/ officer/ crew to keep full and correct logs in English, accessible to Paradip Port Authority.

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

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

8) Facilities provided by the port

1. PPA shall provide 11KV AC shore power free of cost as declared in Section-4 (u) to the Bidder for charging the on-board batteries.

2. PPA shall provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) free of cost as declared in Section-4 (u) to the Bidder for the operation of the diesel generator of the Tug.

3. PPA shall also provide water and berth free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied.

4. Contractor should exercise diligence in consumption of fuel / power/ water provided free of cost by PPA.

9) Assignment and subletting

The Contractor shall not sub-let the contract or any part thereof without the written permission of the PPA or assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the PPA and such consent, if any, given shall not relieve the Contractor from any liability or obligations under the contract and the Contractor shall be responsible for the acts, defaults and neglects of any sub-Contractor or his servants, agents or workmen fully as if they were the acts, defaults or neglects of the Contractor provided always that the provisions on labour or a piecework basis shall not be deemed to be a sub- letting under this clause. Arranging substitute Tug for a short period from a third party shall be considered as a sublet.

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).

10) Contractor's subordinate staff & their conduct

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

11) Rates, amounts & taxes

a) Chartered rate:

The Bidder shall quote the Charter rate per day of 24 hrs. in Indian Currency only in the format given as Each Bill of Quantities (BoQ) of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as non-responsive as per clause 6.2(b) and the offer will be rejected. The rate quoted by the Bidder shall be kept firm till five years and an escalation of 5% on the quoted Charter Hire Rates shall be given after the completion of 5th year and another escalation of 5 % on the ongoing Charter Hire Rates shall be given after the completion of 10thyear other terms and conditions will remain same throughout contract period. However, for the extended period if any beyond 15th year then escalation of hire rate shall be given @5% of 15th year's rate. The day means 24 hrs. of duration commencing from 0000 hrs. to 2400 hrs. of the day.

b) Chartered amount:

1. The daily hire rate amount submitted by the Bidder in column 13 of BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc., annual survey, special surveys etc. and the ropes and tools for the shipping and other operations. The Bidder as the owner of the Tug shall bear all the costs of running the Tug for operation at PPA.

2. PPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing and LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder free of cost for the operation of the Tug on pre declared terms as provided in Section-4.

3. PPA shall also provide water and berth free of cost i.e. no vessel related charges including berth hire, port dues etc. will be levied and the shore power will be provided free of cost. However, the contractor shall take written permission from Deputy Conservator and shall erect any additional accessories required for tug considering the design at his own cost for availing shore connection for hotel load, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be always tested periodically & in possession of valid certificates.

4. Any changes in basic price/ rate and taxes and duties in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration.

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

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

7. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of PPA's representative and if proved guilty of non-performance, the penalty clause shall be applicable.

c) Taxes:

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

2. The GST will be reimbursed by PPA only on reflection of GST paid by contractor in PPA's GST portal. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, etc., as applicable. The contractor will perform such duties regarding the deduction of such taxes at source as per applicable law. PPA will review the payment of GST on quarterly basis and if any discrepancy observed, then the contractor will be informed to sort out the discrepancy until then PPA reserves the right to hold on the payment.

3. PPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable.

12) Period of contract

Period of Contract is 15 (Fifteen) years. Extension of two more years at sole discretion of PPA at same terms and conditions subject to satisfactory performance. However, the hire charges shall be paid 5% more than the 15th year's rate for the extended period beyond 15 years.

13) Payment Terms

1. PPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column 13 in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement. Contractor must submit the evidence of GST payment for the previous month along with the bill of 2nd month onwards.

2. Hire Rate of Tug per month = (Daily Charter Hire Rate per day as per column 13 of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).

3. In case of recoveries like penalties, or any dues to the PPA or any other taxes, levies payable to the Government are more than the monthly chartered amount, the balance shall be recovered from the next month-chartered bill amount or any outstanding amount payable to the contractor including Bank Guarantee.

4. The contractor shall submit the monthly tax invoice. The tax invoice for each month shall be submitted by the contractor within 07 days from the end of the calendar month.PPA may verify deck and engine logbook of the tug, crew wages, payment details, Crew list etc as and when required. Payment shall be made within 15 days from the date of submission of invoice in all respects to Deputy Conservator subject to compliance of all terms and conditions. PPA will ensure to make the payment within the stipulated time. In case of any need for any clarification, PPA shall make the payment after seeking clarification and satisfactory clarification being submitted by the

contractor. Contractor is not eligible to claim any compensation or interest for delayed payment. PPA may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

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.

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

5. No Claim for payment from a contractor shall be entertained after the lapse of 03 (three) years from the date of arising of the claim.

S. No.	Particulars of Bank Account	Details
1	Bank Name	
2	Branch name & address	
3	Phone No.	
4	Type of account	
5	Account number	
6	Nine-digit MICR Code number	
7	IFSC Code	
8	GST Number	
9	PAN Number	

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

14) Income tax deduction

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

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

15) Insurance

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

16) Downtime and allowed maintenance period

The Bidder shall be eligible for 48 hours (i.e. 02 days) allowed maintenance period for Tug in a month i.e. 24 days in a year during the currency of contract. In case of non-utilization of allowed maintenance period (down time) during the year, the bidder shall be allowed to carry over maximum 06 (six) days of un-utilised downtime to subsequent year.

17) Lien

Paradip Port Authority shall have a lien on and over all of any money that may become due and payable to the Contractor under this contract or any other contract or from any amount lying with them or under their control and in respect of any debt or sum that may become due and payable by Paradip Port Authority 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 Paradip Port Authority and the Contractor

18) Indemnity

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

2. Notwithstanding all reasonable and proper precautions that may have been taken by the Contractor at all times during the currency of the agreement, the Contractor shall nevertheless be wholly responsible for all damages caused by the tug to the property of PPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.

3. No official or employee of PPA 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.

19) Force Majeure

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

2. "The term force majeure shall mean acts of God, War, Riot, Sabotage, and any prevailing Acts & Regulation of Government of India, State Government or any Local Government or events such as flood, Landslide, pandemic, epidemic, lockdown, volcanic eruption, other natural calamities, war, hostilities (whether War be declared or not), invasion, act of foreign enemies, rebellion, revolution, insurrection or military or usurped power or civil war".

3. Upon the concurrence of such cause and upon its termination, the Party alleging that it has been rendered unable as aforesaid thereby, shall notify the other party in writing within 10 days from the date of Force Majeure event has commenced. (Thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may liable the party being denied of the shelter of the clause.

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

5. To meet any force majeure or extra ordinary situations wherein temporary substitution for 60T Bollard pull Battery Electric Green Tug, Tugs could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the contractor shall approach PPA to obtain specific clearance from SSC-GTTP, laying out the reasons for non-compliance, tenure of deployment and shall submit valid documentary evidences thereof.

20) Termination

The Contract can be terminated under the following cases:

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

2. Contractor's failure or omission or neglect or negligence or default to comply with or perform any of his duties, obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender after giving three warnings in writing by PPA.

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

4. When the bollard pull of the Tug falls below norms set in the scope of work.

5. In case of indiscipline of the crew of the tug or refusal to carry out the orders of Deputy Conservator or his/ her authorized representative(s).

6. In case of unavailability of tug, the contract of tug will only be terminated as per terms and conditions of the contract.

7. During the pre-acceptance trial or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.

8. In case, the Contract is terminated for any of the above reasons, the PPA shall forfeit the Performance Security Deposit (PSD) submitted by the contractor and debar the contractor from participating in any tenders of PPA for a period of 02 (two) years.

21) Changes in Constitution

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

22) Failure Clause

If the Contractor fails to submit the subsequent documents to PPA after carrying out the trials and tests by third party (IRS or any other classification society as approved and notified by SSC-GTTP) at PPA and it is found that the tug is not in position for subsequent deployment at PPA, stated above for any reason

whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

23) Foreclosure

PPA has the right to foreclose the contract for National Security, National Emergency and in public interest and in case of non-performance by the contractor with respect to non-compliance of Tender conditions, operational shortfalls, etc. PPA will endeavour to issue a written notice of not less than 3 months of the intended foreclosure to the contractor specifying therein reasonable details, the reasons for foreclosure and expressing readiness to relieve all undertakings of the Contractor and the Contractor shall take the tug and employ anywhere the contractor intends to go. Contractor shall continue to work in the notice period at the same Charter Rate.

24) Dispute resolution

1. In the event of any dispute or difference of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract, including any dispute or difference arising from or in connection with termination, the parties shall, at the outset, attempt to resolve the said dispute or difference amicably.

2. Any claim, dispute or difference relating to or arising out of this contract /tender shall be settled amicably between the parties as per the guidelines issued by Ministry of Finance vide OM No. F 11212024-PDD Dated 03.06.2024, as amended/superseded from time to time.

3. The contract shall be subject exclusively to the laws of India. Subject to the clause, the Courts at Kujang / Jagatsinghpur and Hon'ble High Court, Odisha shall have exclusive jurisdiction with respect to the disputes or differences of whatsoever nature between the parties arising out of, in relation to, or in connection with the contract. Any court case pertaining to this contract / tender shall lie within the jurisdiction of the court where the headquarters of PPA is situated.

25) Pollution damage

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

26) Certificates

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

27) Accommodation and Manning

1. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for trading only on smooth/ partially smooth waters near a Port as harbour tug with the option of changing the manning pattern as per the requirements of MS Act. The contactor should maintain adequate number of crew in their pay roll so that leave and exigencies can be accommodated by the contractor.

2. The tug should have a set of competent and qualified Crew and shall be manned as per Safe Manning Requirement prescribed by DG Shipping for Nautical & Engineering Discipline for Tugs trading only on smooth/ partially smooth waters near a Port during course of normal deployment as defined in Annexure-I-D17 for Nautical Discipline as per DG Shipping Circular No.-MSL-1(2)/95-III Dated 19.03.2012 and Annexure-I-E-20 for Engineering Discipline as per DG Shipping Circular No.-MSL-1(2)/95-IIIDated 10.04.2012. The tug will be predominantly operating in harbour waters only. However, it will be the responsibility of the bidder to keep the tug manned as per Safe Manning Requirement prescribed by DG Shipping at all times.

3. Notwithstanding anything contained in the Section 6 – 27(2), the provision of accommodation facility in the Tug shall be in accordance with the norms prescribed by DG Shipping for vessels performing international voyages as per MS Act.

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

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

6. All other operations required in connection with berthing and un-berthing of vessel operations within the port and such other operations as are conventionally performed by tug or any other work authorized by Deputy Conservator or his/ her representatives.

7. The Tug shall be manned as per safe manning requirement prescribed by DG shipping all times for PPA harbour & SPM operation and other areas within Port limit.

8. The crew should be with proper certificates, documents and other certificate applicable to seafarers (with valid CDC, Passport, SID etc.). The contractor will be required to submit the attested copies of such certificates to PPA and produce the originals for verification as required.

9. The contractor shall make repatriation for crew members from/ to their hometown during Sign on/ off as the case may be.

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

11. During the currency of contract P&I certificate for crew to be always kept valid for the crew related claims. In case of non-compliance, PPA has the right to pay such claims and recover from the monthly tax invoice.

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

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

28) Change of crew

The bidder shall bring to the notice of Deputy Conservator during the change of deployed crew. All required certificates should be submitted on demand.

29) Maintenance of Class

The Bidder shall confirm to maintain the tug in its original IRS class or any other classification society as

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

30) Contract agreement

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

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

31) Access to port area

For the R.F.I.D. gate entry passes for inspection for the purpose of making the offer or for the execution of work for successful bidder, the bidder shall contact Deputy Conservator, Marine Department. The gate entry pass shall be on chargeable basis as per Port's Scale of Rates. For long term port entry/exit passes, the contractor needs to obtain police verification to all the personnel deployed at Port about their contract.

32) Breakdown maintenance

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

The designated Officer to look after the Operation of the Chartered tug nominated by the Deputy Conservator shall maintain the records relating to Breakdown tug Operation, Bollard Pull, Fuel oil (LSHFHSD) issued and consumed, shore power charging utilized, running hours, Maintenance Period and other statutory information designated officer shall scrutinize the logbook and shall certify the details of the operation including Breakdown and Maintenance of the tug, Fuel oil consumption and send monthly report to Deputy Conservator.

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

The firm may carry out the routine dry-docking repairs of the tug within maximum period of 30 days including available downtime. Period beyond downtime will be on "no work no pay" basis without penalty. Beyond 30 days, the penalty clause shall be applicable.

In case of breakdown dry-docking / floating repairs, penalty clause shall be applicable beyond the available downtime.

33) Cost Escalation

The quoted Charter Hire Rates shall be firm till five years. An escalation of 5% on the quoted Charter Hire Rates shall be given after the completion of 5th year and another escalation of 5 % on the ongoing Charter Hire Rates shall be given after the completion of 10th year. Other terms and conditions will remain same throughout contract period. However, for the extended period if any beyond 15th year then escalation of hire rate shall be given @5% of 15th year's rate.

34) Training

1. The crew needs to attend training and in drills conducted by PPA from time to time. The contractor shall ensure that Tug crew is familiar with provisions of the ISPS code and requirements under MARPOL and the operator shall comply with applicable provisions.

2. Also, the contactor should impact periodical training to all crew and shore personnel and the training records may be submitted to PPA on quarterly basis.

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

35) Veracity verification

1. PPA reserves the right to verify the veracity of submitted/uploaded documents (For previous work experience & financial turnover as mentioned in Prequalification Criterion clause) from the issuing authority i.e. previous employer/Govt. /PSU etc. directly.

2. If veracity is not received by PPA from previous employer/Govt. /PSU etc. the bidder will be intimated to support in obtaining the same for proceeding further evaluation process.

3. In situations where the process of veracity verification cannot be established, PPA may not be in position to consider the respective bidder for further evaluation process. PPA's discretion will be final in this regard.

36) Substitute Tug

1. Under this contract non-GTTP ASTDS tug is not acceptable as a substitute Tug.

SECTION-7

Checklist of forms to be submitted by the bidder:

Sr. No.	Form No.	Description of Form	Submitted (Yes/No)
1	**FORM-I**	TENDER FORM	
2	**FORM-II**	BID SECURITY DECLARATION	
3	**FORM-III**	INTEGRITY PACT	
4	**FORM-IV**	PROFILE OF THE BIDDER	
5.	**FORM-V**	DETAILS OF SIMILAR WORKS/ EXPERIENCE (Inclusive of Work Order, Completion etc.)	
6	**FORM-VI**	ANNUAL TURNOVER	
7	**FORM-VII**	POWER OF ATTORNEY	
8	**FORM-VIII** **FORM-VIII-A**	FORMAT OF e-BANK GUARANTEE FORMAT OF INSURANCE SURITY BOND / FIXED DEPOSIT	
9	**FORM-IX**	CONSENT OF ACCEPTENCE	
10	**FORM–X**	CHARTER PARTY/ CONTRACT AGREEMENT	
11	**FORM – XI**	EVIDENCE TOWARDS SITE VISIT	
12	**FORM-XII**	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT	
13	**FORM - XIII**	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM	
14	**FORM - XIV**	FORMAT FOR DETAILS OF JV/ CONSORTIUM MEMBERS	
15	**FORM – XV**	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING	
16	**FORM – XVI**	INTENTIONALLY KEPT BLANK	
17	**FORM – XVII**	DECLARATION BY BIDDER	
18	**FORM – XVIII**	GTTP COMPLIANCE DECLARATION	
19	**FORM – XIX**	GTTP COMPLIANCE CERTIFICATE	
20	**FORM – XX**	UNDERTAKING FROM SHIPYARD IN INDIA	
21	**FORM – XXI**	UNDERTAKING FROM ESS SUPPLIER	
22	**FORM – XXII**	UNDERTAKING FROM ELECTRICAL INTEGRATOR	
23	**FORM – XXIII**	UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION	
24	**FORM – XXIV**	DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS	

Form – I: Tender form

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

Date: DD/MM/YYYY

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority.

Sir/Madam,

Sub: Tender for HIRING OF 3rd BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS– **Reg**.

Reference: NIT No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

1) I/We, (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for to PPA.

2) All information provided in the tender including Addendum/Corrigendum and in the Forms/Annexure are true and correct and all documents accompanying such tender are true copies of their respective originals.

3) I/We shall make available to PPA any additional information it may find necessary or require supplementing or authenticate the Tender.

4) I/We acknowledge the right of PPA to reject our Bid without assigning any reason or otherwise and hereby waive our right to challenge the same on any account whatsoever.

5) I/We also certify the following:

a) I/We have not been debarred by the Central/State Govt. or any entity controlled by then or any other legal authority for participating in any tender/ contract/agreement of whatever kind.

b) I/We certify that in the last three years, I/We have neither failed to perform on any contract, as evidence by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award, nor been expelled from any project or contract by any public authority/entity nor have had any contract terminated by any public authority/entity for breach on our part.

6) I/We declare that:

a) I/We have examined and have no reservations to the bid document, including the Addenda/Corrigendum issued by PPA thereon.

b) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence.

7) I/We understand that PPA reserves the right to accept or reject any tender and to annul the bidding process and reject all tenders at any time without any liability or any obligation for such acceptance, rejection or annulment without assigning any reason thereof.

8) (Name of Bidder) hereby undertakes that I / We will abide by the decision of PPA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by PPA in this regard.

Thanking you,

Yours faithfully,

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

Name: ……..

Designation: …….. Date: ……..

Address: ……..

_____

_____

_____

Enclosures:

Form – II: Bid Security Declaration

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

Date: DD/MM/YYYY

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority.

Sir/Madam,

Sub: **Tender for Tender for** HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS**– Reg.**

I/We, the undersigned, do hereby declare that:

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

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

b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity

   (i) failed or refused to execute the contract, if required, or

   (ii) failed or refused to furnish the Performance Security, in accordance with the Instructions to Bidders.

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

NAME:

DESIGNATION: SEAL

SIGNATURE:

Place:

Date:

Form-III: Integrity Pact

The bidder shall download this Integrity Pact and to be uploaded by the bidder along with the technical bid duly signed by the same signatory who signed the bid. In case of a Joint Venture, all the partners of the Joint Venture should sign the Integrity pact. The hard copy of Integrity Pact should reach to PPA corresponding address within one week from the last date of submission of tender as per date and time given in the tender.

GENERAL

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

BETWEEN

PPA, represented by the Chairperson, PPA hereinafter referred to as "THE PRINCIPAL" / "EMPLOYER"

AND

..... represented by Shri / Smt (_____) hereinafter referred to as "The BIDDER / CONTRACTOR".

Preamble

The principal intends to award, under laid down organizational procedures, contract(s) for **"HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS".** The principal values full compliance with all relevant laws and regulations, and the principles of economic use of resources, and of fairness and transparency in its relations with the Bidder/s and Contractor/s.

To achieve these goals, the principal will appoint an External Independent Monitor who will monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

NOW, THEREFORE,

To avoid all forms of corruption by following a system that is fair, transparent and free from any influence / prejudiced dealings prior to, during and after the currency of the contract to be entered into with a view to:

Enabling the PRINCIPAL/EMPLOYER to obtain at a competitive price in conformity with the defined specifications by avoiding the high cost and the distortionary impact of corruption on public procurement, and enabling BIDDER / CONTRACTOR to abstain from bribing or indulging in any corrupt practice in order to secure the contract by providing assurance to them that their competitors will also abstain from bribing and other corrupt practices and the PRINCIPAL/EMPLOYER will commit to prevent corruption, in any form, by its officials by following transparent procedures.

The parties hereto hereby agree to enter this Integrity Pact and agree as follows: -

Commitments of the PRINCIPAL/EMPLOYER

The PRINCIPAL/EMPLOYER undertakes that no official of the Principal/Employer connected directly or indirectly with the contract, will demand, take a promise for or accept, directly or through intermediaries, any bribe, consideration, gift, reward, favour or any material or immaterial benefit or any other advantage from the BIDDER / CONTRACTOR, either for themselves or for any person, organization or third party

related to the contract in exchange for an advantage in the bidding process, bid evaluation, contracting or implementation process related to the contract.

The PRINCIPAL/EMPLOYER will, during the pre-contract stage, treat all BIDDER / CONTRACTOR alike, and will provide to all BIDDER/ CONTRACTORs the same information and will not provide any such information to any BIDDER / CONTRACTOR which could afford an advantage to that BIDDER / CONTRACTOR in comparison to other BIDDER / CONTRACTOR and could obtain an advantage in relation to the tender process or the contract execution.

All the officials of the PRINCIPAL/EMPLOYER will report to the Chairperson of PPA/ Chief Vigilance Officer of PPA any attempted or completed breaches of the above commitments as well as any substantial, suspicion of such a breach.

If the PRINCIPAL/EMPLOYER obtains information on the conduct of any of its employees with full and verifiable facts and the same is prima facie found to be correct which is a criminal offence under the Indian Penal Code / Prevention of Corruption Act, or if there be a substantive suspicion in this regard, the principal will inform its Chief Vigilance Officer and in addition can initiate disciplinary actions.

Commitments of the BIDDER / CONTRACTOR

The BIDDER / CONTRACTOR commit himself/ herself to take all measures necessary to prevent corruption. He/she commits himself/herself to observe the following principles during his/her participation in the tender process and during the post contract stage.

(i) The BIDDER / CONTRACTOR will not enter with other BIDDER / CONTRACTOR into any undisclosed agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.

(ii) The BIDDER / CONTRACTOR will not commit any offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988. Further the BIDDER / CONTRACTOR will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the PRINCIPAL/ EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(iii) The BIDDER / CONTRACTOR will not offer, directly or through intermediaries, any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the Principal/Employer, connected directly or indirectly with the bidding process, or to any person, organization or third party related to the contract in exchange for any advantage in the bidding, evaluation, contracting and implementation of the contract.

(iv) The BIDDER / CONTRACTOR further undertakes that neither the firm nor its representatives have not given, offered or promised to give directly or indirect any bribe, gift, consideration, reward, favour, any material or immaterial benefit or any other advantage, commission, fees, brokerage or inducement to any official of the PRINCIPAL/ EMPLOYER or otherwise in procuring the Contract or forbearing to do or having done any act in relation to the obtaining or execution of the contract or any other contract with the Principal for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Principal.

(v) The BIDDER / CONTRACTOR of foreign origin shall disclose the name and address of the Agents /representatives in India, if any. Similarly, the BIDDER / CONTRACTOR of Indian Nationality shall furnish the name and address of the foreign principals, if any.

(vi) BIDDER / CONTRACTOR shall disclose the payments to be made by them to agents or any other intermediary, in connection with this bid/contract.

(vii) The BIDDER / CONTRACTOR further confirms and declares to the PRINCIPAL/ EMPLOYER that the BIDDER / CONTRACTOR is the original manufacturer/integrator/ authorized government sponsored export entity of the stores and has not engaged any individual or firm or company whether Indian or foreign to intercede, facilitate or in any way to recommend to the PRINCIPAL/ EMPLOYER or any of its functionaries, whether officially or unofficially to the award of the contract to the BIDDER / CONTRACTOR, nor has any amount been paid, promised or intended to be paid to any such individual, firm or company in respect of any such intercession, facilitation or recommendation.

(viii) The BIDDER / CONTRACTOR, either while presenting the bid or during pre-contract negotiations or before signing the contract, shall disclose any payments he has made, is committed to or intends to make to officials of the PRINCIPAL/EMPLOYER or their family members, agents, brokers or any other intermediaries in connection with the contract and the details of services agreed upon for such payments.

(ix) The BIDDER / CONTRACTOR will not collude with other parties interested in the contract to impair the transparency, fairness and progress of the bidding process, bid evaluation, contracting and implementation of the contract.

(x) The BIDDER / CONTRACTOR will not accept any advantage in exchange for any corrupt practice, unfair means and illegal activities.

(xi) The BIDDER / CONTRACTOR shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information provided by the PRINCIPAL/EMPLOYER as part of the business relationship, regarding plans, technical proposals and business details, including information contained in any electronic data carrier. The BIDDER / CONTRACTOR also undertakes to exercise due and adequate care lest any such information is divulged.

(xii) The BIDDER / CONTRACTOR commits to refrain from giving any complaint directly or through any other manner without supporting it with full and verifiable facts.

(xiii) The BIDDER / CONTRACTOR will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(xiv) If the BIDDER / CONTRACTOR or any employee of the BIDDER / CONTRACTOR or any person acting on behalf of the BIDDER / CONTRACTOR, either directly or indirectly, is a relative of anyof the officers of the PRINCIPAL/ EMPLOYER, or alternatively, if any relative of an officer of the PRINCIPAL/EMPLOYER has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the BIDDER / CONTRACTOR at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

(xv) The BIDDER / CONTRACTOR shall not lend to or borrow any money from or enter any monetary dealings or transactions, directly or indirectly, with any employee of the PRINCIPAL/ EMPLOYER.

(xvi) The person signing integrity pact shall not approach the Courts while representing the matters to IEMs and he/she will await their decision in the matter.

(xvii) In the event of any dispute between the management and the contractor relating to those contracts where integrity pact is applicable, in case, both the parties are agreeable, they may try to settle dispute through mediation before the panel of IEMs in a time bound manner. If required, the organization may adopt any mediation rules for this purpose.

Previous Transgression

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

Sanction for Violations

Any breach of the aforesaid provisions by the BIDDER / CONTRACTOR or anyone employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR shall entitle the PRINCIPAL / EMPLOYER to take all or any one of the following actions, wherever required:

(i) To immediately call off the pre contract negotiations without assigning any reason or giving any compensation to the BIDDER / CONTRACTOR, However, the proceedings with the other BIDDER / CONTRACTOR (s) would continue.

(ii) Bid security declaration (in pre-contract stage) and / or Security Deposit / Performance Bond (after the contract is signed) shall stand forfeited either fully or partially, as decided by the PRINCIPAL/EMPLOYER and the PRINCIPAL/EMPLOYER shall not be required to assign any reason, therefore.

(iii) To immediately cancel the contract, if already signed, without giving any compensation to the BIDDER / CONTRACTOR.

(iv) To recover all sums already paid by the PRINCIPAL/EMPLOYER, and in case of an Indian BIDDER / CONTRACTOR with interest thereon at 2% higher than the prevailing Prime Lending Rate of State Bank of India, while in case of a BIDDER / CONTRACTOR from a country other than India with interest thereon at 2% higher than the LIBOR. If any outstanding payment is due to the BIDDER / CONTRACTOR from the PRINCIPAL/EMPLOYER in connection with any other contract for any other stores, such outstanding payment could also be utilized to recover the aforesaid sum and interest.

(v) To encash the advance E-Bank Guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, to recover the payments, already made by thePRINCIPAL/EMPLOYER, along with interest.

(vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.

(vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.

(viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.

(ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.

(x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.

(xi) The BIDDER / CONTRACTOR accepts and undertakes to respect and uphold the PRINCIPAL/EMPLOYER 's absolute right to resort to and impose such exclusion and further accepts and undertakes not to challenge or question such exclusion on any ground, including the lack of any hearing before the decision to resort to such exclusion is taken. This undertaking is given freely and after obtaining independent legal advice.

(xii) If the BIDDER / CONTRACTOR can prove that he/she has restored/recouped the damage caused by him/her and has installed a suitable corruption prevention system, in such a case, it will be discretion of the PRINCIPAL/EMPLOYER to revoke the exclusion prematurely.

(xiii) The PRINCIPAL/EMPLOYER will be entitled to take all or any of the actions mentioned at Para (i) to (xii) above of this Pact also on the Commission by the BIDDER / CONTRACTOR or any one employed by it or acting on its behalf (whether with or without the knowledge of the BIDDER / CONTRACTOR), of an offence as defined in Chapter IX of the Indian Penal code, 1860 or Prevention of corruption Act, 1988 including amendments thereon or any other statute enacted for prevention of corruption.

(xiv) The decision of the PRINCIPAL / EMPLOYER to the effect that a breach of the provisions of this Pact has been committed by the BIDDER / CONTRACTOR shall be final and conclusive on the BIDDER / CONTRACTOR. However, the BIDDER / CONTRACTOR can approach the Independent Monitor (s) appointed for the purposes of this Pact.

Fall Clause

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

Independent Monitors

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

(1) Shri Pramod Shripad Phalnikar, IPS (Retd.); & (2) Shri Ramesh Narain Misra, Ex-CMD, SJVN

(a) The task of the Monitors shall be to review independently and objectively, whether and to what extent the parties comply with the obligations under this Pact.

(b) The Monitors shall not be subject to instructions by the representatives of the parties and perform their functions neutrally and independently.

(c) Both the parties accept that the Monitors have the right to access all the documents relating to the project / tender, including minutes of meetings.

(d) As soon as the Monitor notices, or has reason to believe, a violation of this pact, he will so inform the authority designated by the Principal and the Chief Vigilance Officer of PPA.

(e) The BIDDER / CONTRACTOR accepts that the Monitor has the right to access without restriction to all Project documentation of the PRINCIPAL including that provided by the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR will also grant the Monitor, upon his request and demonstration of a valid interest un-restricted and unconditional access to his project documentation. The same is

applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / CONTRACTOR with confidentiality.

(f) The PRINCIPAL / EMPLOYER will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the PRINCIPAL / EMPLOYER and the BIDDER / CONTRACTOR. The parties offer to the Monitor, the option to participate in such meetings.

(g) The Monitor will submit a written report to the designated Authority of PRINCIPAL / EMPLOYER / Chief Vigilance Officer of PPA within 8 to 10 weeks from the date of reference or intimation to him by the PRINCIPAL / EMPLOYER / BIDDER / CONTRACTOR and should the occasion arise, submit proposals for correcting problematic situation.

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

(i) If the Monitor has reported to the PRINCIPAL / EMPLOYER substantiated suspicion of an offence under the Indian Penal Code, 1860 / Prevention of Corruption Act, 1988 and the PRINCIPAL / EMPLOYER has not, within reasonable time, taken visible action to proceed against such offence or reported to the Chief Vigilance Officer of PPA, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

(j) The word 'Monitor' would include both singular and plural.

Facilitation of Investigation

In case of any allegation of violation of any provisions of this Pact or payment of commission, the PRINCIPAL / EMPLOYER or its agencies shall be entitled to examine all the documents including the Books of Accounts of the BIDDER / CONTRACTOR and the BIDDER / CONTRACTOR shall provide necessary information and documents in English and shall extend all possible help for the Purpose of such examination.

Other Provisions

Changes and supplements as well as termination notices needto be made in writing.If the BIDDER/ CONTRACTOR is a partnership or a consortium, this agreement must be signed by all partners or consortium members.

Law and Place of Jurisdiction

This Pact is subject to Indian Law. The place of performance and jurisdiction is the seat of the PRINCIPAL / EMPLOYER and the courts of Kujang / Jagatsinghpuror Hon'ble High Court of Odisha shall have absolute jurisdiction in the matter

Other Legal Actions

The actions stipulated in this Integrity Pact are without prejudice to any other legal action that may follow in accordance with the provisions of the extant law in force relating to any civil or criminal proceedings.

Validity

The validity of this Integrity Pact shall be from date of its signing till the complete execution of the contract to the satisfaction of the PRINCIPAL / EMPLOYER including warranty period whichever is later. In case BIDDER / CONTRACTOR is unsuccessful, this Integrity Pact shall expire after six months from the date of the signing of the contract.

If any claim is made/lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by PPA.

Should one or several provisions of this Pact turn out to be invalid, the remainder of this Pact shall remain valid. In this case, the parties will strive to come to an agreement to their original intentions.

Equal treatment of all Bidders / Contractors

(a) The BIDDER / CONTRACTOR undertake to demand from all sub- contractors a commitment in conformity with this Integrity Pact, and to submit it to the PRINCIPAL / EMPLOYER before contract signing.

(b) The PRINCIPAL / EMPLOYER will enter into agreements with identical conditions as this one with all BIDDERS / CONTRACTORS.

(c) The PRINCIPAL / EMPLOYER will disqualify from the tender process all BIDDER / CONTRACTORS who do not sign this pact or violate its provisions.

The parties hereby sign this Integrity Pact at _____on _____day of _____(Month), 2____

The PRINCIPAL / EMPLOYER represented by the Chairperson, PPA / Deputy Conservator, PPA	**BIDDER / CONTRACTOR represented by**
Name of the Officer	**Name of the Official**
Designation	Designation
Witness 1	**Witness 1**
Name	Name
Address	Address
Witness 2	**Witness 2**
Name	Name
Address	Address
Place	Place
Date	Date

Form – IV: Profile of the bidder

General Information	
Type of Vendor	Person/Organization/ Group
Registered Name of the Vendor	
Type of the Vendor	MSME/MSME(SC) /MSME(ST)/ Others
Address of the Registered Office or Head Office	
Mailing Address of the Bidder	
PAN	
GSTN Number	
Phone Number (with STD code)	
E-mail ID	
Type of Entity	
Date of Establishment	
Name of the Chief Executive	--
Name of Authorized Signatory	
Mobile No. and Email ID of the Authorized Signatory Email: Mobile No:	
Name of Contact Person	
Mobile No. and Email ID of the Contact Person Email: Mobile No:	
Other details, if necessary	

RTGS/ NEFT Details	
Name of the Bank	
Bank (Branch) Postal Address	
Bank Account Number	
Nature of the Account	
RTGS*-Code of the Branch	
NEFT** -Code of the Branch	
MICR Code	

RTGS - Real Time Gross Settlement"*

*NEFT** - *National Electronic Fund Transfer".*

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

[Name and Designation of Signatory] Seal & Signature of Authorized Person

Name:

Designation: Date:

Name of Firm: Place:

Address:

NOTE: In case the bidder/ lead member of the JV/ lead member of Consortium is of foreign nationality, then such entity shall submit documentary proof of the same.

Form – V: Work executed during last 07 years ending 31.08.2026

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

Contractor's Experience in similar projects only:

Sl. No	Project Name	Project Value	Executed Value in INR (for the international assignment quoted for previous experience, currency conversion to INR needs to be indicated)	Contract Period	
				Date of Commencement	Date of Actual completion

Note:

(i) Copy of the documentary proof for the completed works (the best illustrated above) issued by the employer/competent authority to the bidder should be enclosed as required in eligibility criteria of instructions to bidder. The copy of document should be duly notarized, subject to production of the originals when demanded.

(ii) Separate sheet for each completed works should be attached by the bidder.

DATE: BIDDER'S SIGNATURE WITH STAMP

Form – VI: Annual Financial Turnover

(Certified by Chartered Accountant on their letter head having UDIN No)

Firm's Financial Data: Turnover of the firm

Sl. No.	Particulars	Turnover in INR**
1	FY 2022-23	
2	FY 2023-24	
3	FY 2024-25	
	Average of 03 financial years 2022-2023, 2023-2024, & 2024-2025	

****Note:**

Bidder shall submit the copy of the Audited Balance Sheets/Profit & Loss Accounts of their firm/s for the last three- year as required in eligibility criteria as mentioned in Section 3 Clause 3 of Instructions to the Bidders. The copy of document should be duly notarized, subject to production of the originals when demanded.

In case of international bidders'/ lead member of JV / Lead Member ofConsortium with annual turnover in currencies other than Indian Rupee, the corresponding equivalence with INR shall be established using the quoted currency's exchange rate with USD notified by the respective Federal Bank and/or the Reserve Bank of India's Reference Rate as on the date of issue of the tender.

DATE: **BIDDER'S SIGNATURE WITH STAMP**

Form – VII: Proforma of Power of Attorney

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

Know all men by these presents, we …… (Name of firm with address of the registered office) …….. do hereby constitute, appoint and authorize Mr./Ms. …….. (Name and residential address …….. who is presently employed with us and holding the position of …….. as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to "Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a period of 15 Years at Paradip Port Authority & extendable by 02 more years" including signing and submission of all documents and providing information/responses to Deputy Conservator (Authorized Officer of the Issuing Authority)/, PPA (Issuing Authority) representing us in all matters, dealing with PPA in all matters in connection with our bid for the said project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this _____day of_____2026

…….. Seal of Company

(Signature of authorized Signatory)

……

(Name authorized Signatory in Block Letters)

WITNESS

Witness 1: Name :

Address: Designation:

Witness 2: Name :

Address: Designation:

***Note:**

The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.

Form – VIII: e-BG Format for EMD / Performance Security Deposit / EASD (E-Bank Guarantee)

(The executing bank shall be from a Nationalized/ Sectioned Bank in India)

"Note: The value of Performance Security Deposit / EASD shall be as per the Letter of Award.

From: _____

Name and Address of the Bank _____

To

The FA & CAO,
Finance & Accounts Department,
Administrative Building,
Paradip Port Authority,
Jagatsinghpur – 754142, Odisha.

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

In favour of

The Board of Directors of PPA having its office at Paradip which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s ……(Name of BIDDER/CONTRACTOR (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works "Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a period of 15 Years at Paradip Port Authority & extendable by 02 more years", (hereinafter called to as "the Contract") and the PPA has issued Letter of Award for the Award of Contract to the Successful bidder.

WHEREAS PPA has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs…… (Rupees …… only) by way of Security for participation in the tender /execution of the Contract Agreement for the Contract within a period of ……..days from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

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

a) The bidder shall participate in the tender / the successful bidder execute the Contract Agreement before_____(date) and shall perform the contract of for "Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and

Maintenance for a period of 15 Years at Paradip Port Authority & extendable by 02 more years" in accordance with the bid documents.

b) We, the Guarantor, shall without demur, pay to the PPA an amount not exceeding Rs…….. (Rupees…….only) within five (5) days of receipt of a written demand thereof from the PPA stating that the Successful Bidder has failed to meet its performance obligations as stated in the contract.

c) The above payment shall be made by us without any reference to the Contractor or any other person and irrespective of whether the claim of the Company is disputed by the Contractor or not.

d) The EMD e-Bank Guarantee shall be valid and shall remain in force 45 days beyond the validity of tender i.e. 225 days from the last date of submission of tender / PSD e-Bank Guarantee shall be valid initially for 03 (three) years and 02 (two) months and there after shall be renewed annually till the completion of contract plus two months of claim period and EASD e-Bank Guarantee shall be valid for the contract period of 15 (fifteen) years and have a claim period of 02 (two) months i.e., up to and inclusive of_____(date).

e) In order to give effect to this Guarantee, PPA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the PPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the PPA against the Contractor or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of PPA or any indulgence by the PPA to the Contractor to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

f) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

g) The Guarantor has power to issue this guarantee, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ……..

h) It is also hereby agreed that the courts in Kujanga/ Jagatsinghpur shall have exclusive jurisdiction in respect of claims, if any, under this guarantee.

i) Notwithstanding anything contained herein:

a) Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees_____only);

b) This Bank Guarantee shall be valid up to _____; and

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

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

Date :
Place :

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

(Address)……..

Bank's Seal:
Authorization No:

Witness:

1. Name : Signature
Address : Seal
2. Name : Signature
Address : Seal:

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

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

Form – VIII A: Format for EMD / Performance Security Deposit / EASD

(FOR Insurance Surety Bonds (preferably e-Insurance Surety Bond), Fixed Deposit Receipt)

(On non-judicial stamp paper of Rs.100/-. The stamp paper to be in the name of Executing Bank. The executing bank shall be from a Nationalized/ Sectioned Bank in India)

"Note: The value of Performance Security Deposit / EASD shall be as per the Letter of Award.

From: _____

Name and Address of the Bank _____

To

The FA & CAO,
Finance & Accounts Department,
Administrative Building,
Paradip Port Authority,
Jagatsinghpur – 754142, Odisha.

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

In favour of

The Board of Directors of PPA having its office at Paradip which expression shall unless it is repugnant to the subject or context thereof include its heirs, executors, administrators, successors and assigns;

WHEREAS, M/s……..(Name of BIDDER/CONTRACTOR (hereinafter called 'the Contractor" which expression shall unless it be repugnant to the subject or context of thereof include its executors, administrators, successors and assigns; has successfully bid and has been selected as Contractor in respect of the works contract for **"Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a period of 15 Years at Paradip Port Authority & extendable by 02 more years"**, (hereinafter called to as "the Contract") and the PPA has issued Letter of Award for the Award of Contract to the Successful bidder.

WHEREAS PPA has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs…… (Rupees …… only) by way of Security for participation in the tender / execution of the Contract Agreement for the Contract within a period of ……..days from the date of issue of the letter of Acceptance for Award of Contract and for guaranteeing the contract and the Guarantor has agreed to provide a Guarantee being these presents;

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

a) The bidder shall participate in the tender / Successful bidder execute the Contract Agreement before_____(date) and shall perform the contract of for **"Hiring of 3rd Battery Operated**

Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a period of 15 Years at Paradip Port Authority & extendable by 02 more years" in accordance with the bid documents.

b) We, the Guarantor, shall without demur, pay to the PPA an amount not exceeding Rs…….. (Rupees……only) within 05 (five) days of receipt of a written demand thereof from the PPA stating that the Successful Bidder has failed to meet its performance obligations as stated in the contract.

c) The above payment shall be made by us without any reference to the Contractor or any other person and irrespective of whether the claim of the Company is disputed by the Contractor or not.

d) The EMD in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond), Fixed Deposit Receipt shall be valid and shall remain in force 45 days beyond the validity of tender i.e. 225 days from the last date of submission of tender. PSD in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond), Fixed Deposit Receipt shall be valid initially for 03 (three) years and 02 (two) months and there after shall be renewed annually till the completion of contract plus 02 (two) months of claim period and EASD in the form of Insurance Surety Bonds (preferably e-Insurance Surety Bond), Fixed Deposit Receipt shall be valid for the contract period of 15 (fifteen) years and have a claim period of 02 (two) months i.e., up to and inclusive of_____(date).

e) In order to give effect to this Guarantee, PPA shall be entitled to treat the Guarantor as the principal debtor and the obligations of the Guarantor shall not be affected by any variations in the terms and conditions of the Contract or other documents by the PPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the PPA against the Contractor or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of PPA or any indulgence by the PPA to the Contractor to give such matter or thing whatsoever which under the law relating to sureties would but for this provision have effect of so relieving us.

f) This Guarantee shall be irrevocable and shall remain in full force and effect until all our obligations under the guarantee are duly discharged.

g) The Guarantor has power to issue this guarantee, and the undersigned is duly authorised to execute this Guarantee pursuant to the power granted under ……..

h) It is also hereby agreed that the courts in Kujanga / Jagatsinghpur shall have exclusive jurisdiction in respect of claims, if any, under this guarantee.

i) Notwithstanding anything contained herein:

- **a)** Our liability under this Bank Guarantee shall not exceed Rs. _____ (Rupees_____only);
- **b)** This Bank Guarantee shall be valid up to _____; and
- **c)** We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before _____ (date of expiry of guarantee).

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

Date : (Signature of Authorized person of Bank)
Place : (Name in Block letters)
(Designation)
(Address)……..

Bank's Seal:

Authorization No:

Witness:

1. Name : Signature

Address : Seal

2. Name : Signature

Address : Seal:

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

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

Form – IX: Consent of Acceptance (CoA)

Sub.: **Tender for** HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS**– Reg.**

To

The Deputy Conservator,
Marine Department,
Paradip Port Authority

This has reference to the Proposal being submitted by us in respect of the Contract for "Hiring of 01 No. 60T Bollard Pull Battery Operated Electric Green Tug for a period of 15 years" in response to the tender document issued by PPA.

We hereby confirm the following:

1. We ----------(name of firm furnishing the Letter of Acceptance), have examined in detail and have understood and satisfied ourselves regarding the contents mainly in respect of the following:

- The tender document issued by PPA.
- All subsequent communications between PPA and the Bidder, represented by_____ (Name of the firm)

- The proposal being submitted by---------- (Name of the firm)

2. We agree to abide by the terms and conditions of the Tender Document, the commitments made at the pre-bid meeting and the proposal being submitted by the Bidder in respect of the Charterer.

3. We also reaffirm that_____ (Name, designation and address of authorized representative and signatory) designated as the authorized representative and signatory of the Bidder continues to be authorized representative and signatory in respect of all matters concerning our Tender application for this chartering and contractual commitments thereof.

For and on behalf of:

Signature :

(Authorized Representative and Signatory):

Name of Person :
Designation :
Seal with date :

Form – X: CHARTER PARTY/ CONTRACT AGREEMENT

It is this _____day of_____two Thousand_____mutually agreed between the Board of PPA, hereinafter referred to as "the Board" (which expression shall mean and include their assignees and successors) on the one part AND M/s……..a company having its Office at …….. hereinafter referred to as the "the Contractor" (which expression shall mean and include their permitted assignees and successors) on the other part:

WHEREAS the PPA have under a Charter party entered into an agreement with M/s…… for HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS (Tender Issuing Authority)

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

NOW THIS AGREEMENT WITNESSETH

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,

- **a)** This contract agreement
- **b)** Notice Inviting Tender
- **c)** General Instructions to Bidders
- **d)** Instruction for Online Bid Submission
- **e)** Instruction to Bidders (ITT)
- **f)** Scope of Work
- **g)** General Conditions of contract
- **h)** Special conditions of contract
- **i)** Addendum/ Corrigendum of tender documents
- **j)** BOQ
- **k)** Letter of Acceptance
- **l)** Performance Security/E-Bank Guarantee

Other conditions agreed and documented through various correspondence dated _____

3. The contractor let and PPA (Tender Issuing Authority) hire the good (60T Battery Electric Green Tug) for a period of 15 years with effect from commencement of service at ……Hrs on …….. (Date), (not a Sunday or a legal holiday unless taken over) the 60T Battery Electric Green Tug is delivered and placed at the disposal of the PPA and the contractor undertake to maintain the tug during the period of this contract.

4. The contractors have represented the description of the said 60T Battery Electric Green Tug as per "FORM IX".

5. The Tug to pay the hire charges, Rs. _____(Rupees_____only) per day or part thereof on pro-rata basis at the end of each calendar month, within thirty days after submission of bill by the contractors and in accordance with of general conditions of contract, commencing in accordance with agreement until her redelivery to the contractor. Payment shall be made in Indian rupees only.

6. The contract shall be governed by all the conditions as described in the General conditions of contract, scope of work and any other conditions given in the tender document.

7. This agreement shall be governed by the laws of India and subject to the clause of Arbitration, shall be subject to the jurisdiction of the courts in Kujanga / Jagatsinghpur.

8. This agreement, together with the schedule hereto constitutes and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior understandings or agreement, verbal or otherwise in relation thereto, which may exist between the parties evidenced in or writing or signed by the parties hereto subsequent to the date of execution of this agreement shall be considered a part of this agreement if so desired by the parties hereto.

IN WITNESS WHEREOF: This charter is executed at _____on the _____ day of _____(month) _____(year) herein above written the undersigned competent witnesses.

For M/s._____	**For** PPA
(Contractor)	
WITNESS	**WITNESS**
Name:	Name:
Designation	Designation
Signature	**Signature**

Form – XI: Evidence towards site visit (Not mandatory)

I, Shri__authorized representative of M/s……..(authorization letter issued by the firm with my specimen signature and passport size photo and Aadhaar card are enclosed) have visited the site on _____with PPA representative Shri, (Designation) _____for the work of "……." at …..... " and inspected the site and other issues related to tender to my satisfaction.

	Cr	
Seal, Name and Signature of the bidder	**Name, designation and Signature of .... representative who assisted bidder during site Visit.**	**Seal, name and signature of Sr. Dy. ME, PPA**

Form – XII: Format for Joint Venture/Consortium Agreement

(To be submitted on Non-Judicial Stamp Paper of appropriate value)

This Joint Venture /Consortium Agreement is made and entered into on this……. day of ……..2026 by and between (i) M/s. (Name of the firm to be filled-in) ……..,(ii) M/s…… (Name of the firm to be filled-in, ……..., primarily for the work under the Paradip Port Authority.

All the partners of the Joint Venture /Consortium hereinafter individually referred to as the parties and collectively as the Joint Venture/Consortium '.

1. Formation of Joint Venture/Consortium

(i) M/s…… (Name of the firm to be filled in) is engaged in…….. (Details of the works undertaken by the party).

(ii) M/s…….. (Name of the firm to be filled in) is engaged i…….. (Details of the works undertaken by the party).

(iii) ……..

2. On behalf of Board of PARADIP PORT AUTHORITY of Paradip Port (hereinafter referred to as —Employee), the Deputy Conservator, Paradip Port Authority has invited bids from the experienced, resourceful and Bonafide Developers with proven technical and financial capabilities of executing the work_____.

3. The parties have been exploring together the ways and means of collaboration for the purpose of an offer to be made for the said project of the Paradip Port Authority and have mutually agreed to enter into a Joint Venture/Consortium Agreement to submit a common bid for the project and to carry out the project works in the event of award of the contract, in association with each other and (……Name of Partner to be filled in……) shall be the Lead Partner and (i) (……Name of Partner to be filled in……), (ii) (……Name of Partner to be filled in……), shall be the other partner(s).

NOW THEREFORE IT HAS BEEN AGREED TO BETWEEN THE PARTIES AS FOLLOWS:

4. The Joint Venture/Consortium will be known as……. (……Name of JV to be filled in……) and shall consist of (i) (……Name of the firm to be filled in……), (ii) (……Name of the firm to be filled-in……), parties to the present agreement.

5. The recitals are true and correct and form an integral part of this agreement and are representations of the parties to which they relate and have been relied upon by the parties to enter into the present agreement.

6. Notwithstanding the date of signature of this agreement, its effective date will be the date of submission of bid.

7. All costs incurred by the parties before the date of award of contract will be borne by the parties concerned. All costs in implementation of this Joint Venture/Consortium Agreement after award of contract till the expiry of this agreement will be borne by the parties as here in after provided.

8. The Joint Venture/Consortium will be dissolved, and this agreement will cease to have effect on completion of this project, maintenance and fulfilment of all other conditions under the contract, upon receipt of payment of all amounts from the Employer and on settlement of accounts between the parties as hereinafter provided.

9. The contract, if awarded by the Employer, Letter of Acceptance shall be issued in the name of (…. Name of JV/Consortium to be filled in) and the Contract shall be signed by legally authorized signatories of all the parties.

10. All the parties of the JV/Consortium shall be jointly and severally liable during the bidding process and the bid document shall be signed by legally authorized signatory of all the parties.

11. The financial contribution of each partner to the JV/Consortium operation shall be:

(i) M/s……. (Name of the partner to be filled-in) -……..

(ii) M/s……. (Name of the partner to be filled-in) - …….

(iii) ……..

12. All the parties of the JV/Consortium shall be jointly and severally liable for the execution of the project in accordance with the Contract terms, in the event of award of contract. The delineation of duties, responsibilities and scope of work shall be:

a) The Lead Partner shall provide suitable experienced personnel at site, for general planning, site management and equipment operations, during entire period of contract execution.

b) (……Name of Partner to be filled-in) shall carry out the following works

c) (……Name of Partner to be filled-in……) shall carry out the following works

d) ……..

13. The parties hereto agreed that each of them shall duly and properly perform all the functions, and all costs related to their respective works.

14. The parties hereto shall be at liberty to enter into liaison work/correspondence with statutory and local authorities as the circumstances warrant individually or collectively.

15. It is hereby agreed and undertaken that, all the parties are jointly and severally liable to the —Board of Port of PPA for the performance of the contract.

16. Notwithstanding demarcation or allotment of work between JV/ Consortium partners, JV/Consortium each partner shall be liable for non-performance of the whole contract irrespective of their demarcation or share of work.

17. The Lead Partner shall be authorized to act on behalf of the JV/ Consortium.

18. All the correspondences between the Employer and the JV/Consortium shall be routed through the Lead Partner.

19. The Lead Partner is authorized: (a) to submit bid, negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV/ Consortium during the bidding process; and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV/ Consortium and to carry out the entire execution of the contract including payment, exclusively through Lead Partner.

20. In the event of default of the Lead Partner, it shall be construed as default of the Developer/Contractor; and Employer shall be entitled to take action under relevant clause(s) of the Department Bid Document and/or Conditions of Contract.

21. All the parties of the JV/ Consortium shall be jointly and severally liable for due performance, recourse/sanctions within the joint venture in the event of default of any partner and arrangements for providing the required indemnities.

22. The JV/ Consortium shall have a separate JV/ Consortium Bank account (distinct from the Bank account of the individual partners) to which individual partners shall contribute their share capital / or working capital. The financial obligation of the consortium shall be discharged through the said JV/ Consortium Bank account only and also all payment received by consortium from the Paradip Port Authority shall be through that account only.

23. The parties hereto have mutually agreed to the terms and conditions set forth herein above and have assured each other to duly perform the reciprocal promises and obligations on either side for effective implementation of the JV/Consortium for proper and due completion of the works envisaged, in the event of award of contract to the JV/Consortium and have affixed their signature in this indenture on this the …….. day of…….2026

(i) Signature Name

Designation seal & Common seal of the firm

(ii) Signature Name

Designation seal &

Common seal of the firm

Witness1

Witness2

Form – XIII: Format for Power of Attorney to Lead Member of JV/Lead Member of Consortium

(To be submitted on Non-Judicial Stamp Paper of appropriate value)

By this Power-of-Attorney executed on this.... day of ...(month) of 20.., we, (i) (……Name of legally authorized signatory of first partner to be filled in ……..), (ii) (……Name of legally authorized signatory of second partner to be filled in), ……..hereby jointly authorize and agree the Lead Partner, M/s (……Name of the lead partner to be filled in……..), (a) to submit bid , negotiate and conclude contract and incur all liabilities therewith on behalf of the partner(s) of the JV /Consortium during the bidding process: and (b) in the event of a successful bid, to incur liabilities and receive instructions for and on behalf of the partner(s) of the JV /Consortium and to carry out the entire execution of the contract including payment for the work of ……..(insert name of the work)…….. exclusively through Lead Partner.

(i) Signature: Name Designation seal & Common seal of the firm

(ii) Signature: Name Designation seal & Common seal of the firm

Signature; Name and seal of the certifying authority/ Notary Public.

Form – XIV: Format for Details of JV/Consortium Members

1. Details of the Firms					
Firm's Name, Address and Telephone Number					
Name and Telephone No. of the Contact Person					
Fields of Expertise					
Nature of Experience (no. of years, expertise)					
2. Services that are proposed to be subcontracted					
3. Firm / Person who will be the Lead Member Name: Designation: Telephone No: Email:					
4. Details of Firm's previous experience					
Project and Location	Name, address and telephone number of Client		Scope	Duration (Start Date-Completion Date)	Status
1. 2. 3.					

Form – XV: Format for undertaking regarding Debarring/ Blacklisting

(To be given on Company Letter Head)

Date:

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Declaration for non-blacklisting.

Tender Reference No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

Dear Sir,

We hereby declare that we are not debarred or blacklisted by any Port /Central Government/ State Government/ agency of Central/ PSU/Private firm or any other country in the world/ Public Sector Undertaking/ any Regulatory Authorities in India or any other country in the world for any kind of fraudulent activities.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form – XVI:

INTENTIONALLY KEPT BLANK

Form – XVII: Declaration by Bidder

(To be given in bidder letter head)

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Declaration by bidder

Tender Reference No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

Dear Sir,

We, M/s. _____, hereby confirm and declare that

1. The Tug offered to the ports in view of the above specified tender will meet the general specification of GTTP phase – 1 promulgated by the Indian ports association on its website on 29.10.2024
2. The tug offered shall meet the port specified requirements specified in Annexure A of Form XVII
3. Any deviations from the IPA published specification in order to meet the port specified requirements in Annexure A will be duly approved by SSC/Recognized Classification Society.

Yours faithfully,

(Signature of the bidder, with official seal)

Form XVII (Annexure- A)

Port Specific Requirement

Sl. No.	Specification	Requirement
1	Operating Profile	**(i) For typical unberthing shipping movement:** Standby -10.5 % Steaming (max speed) -0 % Transit Low<6 knots -37.5 % Transit High>6 knots - 0% High Bollard Pull > 90% -0 % Medium Bollard Pull (50-90%) –10.5% Low bollard Pull < 50% - 41.5% Total operation Duration per movement -90mins (Max.) Shore power for Charging –Kw **(ii) For typical berthing shipping movement:** Standby -15.5 % Steaming (max speed) -0 % Transit Low<6 knots -33 % Transit High>6 knots - 0% High Bollard Pull > 90% -8 % Medium Bollard Pull (50-90%) – 12.5% Low bollard Pull < 50% - 31% Total operation Duration per movement–**180 mins. (Max.)** Shore power for Charging – Kw
2	Vessel registration	River Sea 4 /Indian Coastal Vessel/Sea Going
3	External Fi-Fi	No
4	AFT Towing Hooke	Yes
5	Deck Crane in addition to rescue boat davit	No
6	Oil spill response (Dispersant arm & containment boom)	No

Form – XVIII: GTTP Compliance Declaration

GTTP COMPLIANCE DECLARATION

Vessel Requirements

Bollard Pull : _____

Length Overall : _____

Breadth moulded : _____

Navigational Draught : _____

Gross tonnage : _____

Operation Profile

Operation Duration per cycle (mins)

Standby

Steaming (Max speed)

Transit Low < 6 KNOTS

Transit High > 6 KNOTS

High Bollard Pull > 90%

Medium Bollard Pull (50-90%)

Low bollard Push/Pull < 50%

Total Operation Duration per cycle : _____ mins

Number of Cycles per Day : _____ Nos

Shore power for charging : _____ kW

Technical Parameters

Estimated Energy Demand for one operation : _____ kWhr

Estimated Fi-FI Power Consumption : _____ kW

Estimated Hotel Load : _____ kW

Estimated Propulsion power to achieve 100% of Bollard Pull : _____ kW

1. <u>Generator Capacity:</u>

Sl. No. Parameters Vessel Detail Remarks

a) Fi-Fi Power Consumption + Hotel Load _____ kW

b) Average power demand over one complete operation as per the operating profile (Based on Port data) _____ kW.

c) Power required for at least 8 knots speed of the vessel. _____ kW.

d) Largest of (a), (b), (c) – Required generating capacity _____kW

The above indicated values are based on preliminary estimation for the project. The above is subjected to change based on Final Vessel design & specification.

2. <u>Energy Storage Capacity:</u>

Sl. No. Parameters Vessel Detail Remarks

a) Energy Demand for One full harbour operation of the vessel of given operating profile. _____ kWhr.

b) Energy requirement for 30min of Full Bollard Pull of the Tug _____ kWhr.

c) Largest of (a), (b) – Required energy _____ kWhr.

d) Estimated battery capacity considering 10yrs & EOL SoH of 70% _____ kWhr

The above indicated values are based on preliminary estimation for the project. The above is subjected to change based on Final Vessel design & specification.

3. <u>Guideline Specification:</u>

Vessel will be built as per Guideline Specification issued by IPA. Yes No

4. <u>Declaration:</u>

It is declared that vessel shall be designed & built as per the requirements specified in the guideline specification published by IPA and the GTTP compliance certificate issued by recognised classification society will be submitted during the induction of Tug into port operations.

Authorised Representative of the Tenderer

Supporting Documents for Certification:

1. Estimated Energy Calculation with respect to operating profile

Form – XIX: GTTP Compliance Certificate

GTTP COMPLIANCE CERTIFICATE

Vessel Information

Tug Name : _____

Owner : _____

Bollard Pull : _____

Hull Number : _____

IMO Number : _____

Classification Society : _____

Length Overall : _____

Breadth moulded : _____

Navigational Draught : _____

Gross tonnage : _____

Compliments : _____

Built By : _____

Operation Profile

Operation Duration per cycle (mins)

Standby

Steaming (Max speed)

Transit Low < 6 KNOTS

Transit High > 6 KNOTS

High Bollard Pull > 90%

Medium Bollard Pull (50-90%)

Low bollard Push/Pull < 50%

Total Operation Duration per cycle : _____ mins

Number of Cycles per Day : _____ Nos

Shore power for charging : _____ kW

Technical Parameters

Energy Demand for one operation : _____ kWhr

Total Duration of one operation : _____ mins

Fi-FI Power Consumption : _____ kW

Hotel Load : _____ kW

Propulsion power to achieve 100% of Bollard Pull : _____ kW

1. <u>Generator Capacity:</u>

Sl. No Parameters Vessel Detail Remarks

a) Fi-Fi Power Consumption + Hotel Load _____ kW.
b) Average power demand over one complete operation as per the operating profile (Based on Port data) _____ kW.
c) Power required for at least 8 knots speed of the vessel. _____ kW.
d) Largest of (a), (b), (c) _____kW.
e) Number of Generators installed on-board _____Nos ≥2.
f) Total Generator capacity installed on-board _____kW.
g) Generator Size acceptable (f > d) Yes /No

2. <u>Energy Storage Capacity:</u>

Sl. No Parameters Vessel Detail Remarks

a) Energy Demand for One full harbour operation of the vessel of given operating profile _____ kWhr.
b) 110% propulsion power to accommodate bollard pull and house loads_____ kW.
c) Energy requirement for 30min of Full Bollard Pull of the Tug_____ kWhr.
d) Design Life of Battery_____ yrs. ≥10.
e) End of Life State of Health_____≥70%.
f) Largest of (a), (c)_____ kWhr.
g) Total Battery installed capacity on-board_____ kWhr.
h) Number of battery banks installed on-board _____ Nos ≥2.
i) OEM declaration on battery sizing for design life mentioned in (d) and End of Life Depth of Discharge (e) Yes / No
j) Allowable Charge Rate of the installed battery to meet d) & e) _____.
k) Allowable Discharge Rate of the installed battery to meet d) & e) _____
l) Is discharge rate in k) meets the condition in b) Yes /No
m) Is charge rate in j) meets the operating profile and shore charging facilities Yes /No
n) ESS Capacity acceptable Yes /No

3. <u>Guideline Specification:</u>

Vessel is built as per Guideline Specification issued by IPA. Yes No

The Tug …….. meets all the requirements as per para 1, 2 & 3.

Based on the above data, it is certified as the tug …….. is GTTP Compliant.

Authorised Representative of the Classification society

Supporting Documents for Certification:

1. Classification Certificate;
2. Bollard Pull Certificate;
3. Energy Calculation with respect to operating profile;
4. Battery OEM declaration on Battery Sizing;
5. Thruster Performance curves.

Form – XX: Undertaking from a Shipyard in India

(To be submitted before the commencement of keel laying)

(To be given on Shipyard Letter Head)

Date:

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Undertaking from Shipyard.

Tender Reference No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

Dear Sir,

We, M/s _____, hereby confirm and declare that,

1. The total work, including procurement, construction, deployment, and readiness for operation, would be completed within **24 months** from the date of contract award.
2. We have entered into an agreement with _____ for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
3. We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of work order if there is any deviation from the General Specifications published by IPA.
4. After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognised classification society as per Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase-I.
5. We are situated in India and have the experience of constructing at least 03 vessels of 300 Gross Tonnage and above over the past 07 (seven) years ending 31st August 2026 of the current financial year.

Yours Faithfully,

(Signature of the Shipyard, with Official Seal)

Form – XXI: Undertaking from ESS Supplier

(To be submitted before the commencement of keel laying)

(To be given on Company Letter Head)

Date:

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Declaration for Undertaking from ESS Supplier.

Tender Reference No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

We, M/s. _____, hereby confirm and declare that the Energy Storage System for Tug Yard No: xxxxxxxxxxxxx will cater for following.

1. The Tug is equipped with energy storage system meeting the general specifications of GTTP – Phase 1:

Profile of the Tug operation: (As per Tender document) is as follows:

TO BE FILLED AS PER TENDER DOCUMENT

2. The ESS system fitted on board is capable to meet the major criteria of the specification with respect to the following:

a. ESS Capable of one full harbour operation of the vessel for a given operating profile without using Diesel Generators (DG) or capable of meeting the energy requirement for 30 minutes of full bollard pull of the tug without using DG (whichever is higher).

b. Able to discharge 110% propulsion power to accommodate bollard pull and house loads.

c. The ESS system is designed for a minimum life period of ten (10) years considering the operating profile of the Port as mentioned in the tender.

d. The ESS system have End of Life (EOL) usable State of Health (SoH) of least 70% of the initial installed power which meets criteria 2(a) above.

3. Further to the above, we confirm that ESS system meets the following specification requirements as follows:

- ESS consisting of battery banks shall support:
- Harbour operations.
- Peak shaving.
- Standby operations of the vessel.
- The battery system is Split between two separate compartments with equal capacity.

- The cooling system is based on Air-cooled / water-cooled (strike off as appropriate).
- ESS system has got approvals as required by the classification society.
- Equipped with Battery Management System (BMS) monitoring the health of the system as per class requirements.
- ESS system to be equipped with Emergency shutdown system to disconnect the battery system in case of emergency as per class requirements.

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

(Signature of the ESS Supplier, with Official Seal)

Form – XXII: Undertaking from Electrical Integrator

(To be submitted before the commencement of keel laying)

Tender Reference No. MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

Dear Sir/Madam,

We, M/s. _____, hereby confirm and declare that the electrical systems for Tug Yard No: xxxxxxxxxxxx will cater for following:

The Tug can be operated in the following modes of operation as per general specifications of GTTP – Phase 1:

Battery Mode:

In this mode, Vessel will be completely operated in battery only without using the on-board Diesel Generators.

Hybrid Mode:

In this Mode, Vessel will be operated with the help of battery &on-board Diesel Generators. The number of diesel generators required can be decided by the power management system. Excess power available in the power system will be used for charging the batteries in this mode.

Automatic Mode:

Vessel will be operated in battery mode initially during the operation. If the SoC of the battery falls below a specified value by the ESS supplier, then the system will automatically change to hybrid mode.

Semi- Automatic Mode:

The operator can select the following mode of operation manually:

a. Battery Mode;
b. Hybrid Mode;
c. Fifi Mode

Fifi Mode: (Only if Fifi is fitted)

In this mode, the vessel will be operated in Hybrid condition, whereas only one on-board diesel generator will be connected to the power system and the other diesel generator will be connected to Fi-Fi pump.

We shall be responsible for making seamless arrangements to ensure the above operating modes are feasible in the tug by coordinating with shipyard and Battery (Energy Storage Solution) supplier.

Yours faithfully,

(Signature of the Electrical Integrator, with official seal

Form – XXIII: Undertaking from bidder to provide intent of entering in to agreement with Shipyard, ESS Supplier & Electrical Integrator

(To be given on Company Letter Head)

Date:

To,

The Deputy Conservator,
Marine Department,
Paradip Port Authority

Sub.: Declaration for Undertaking from Bidder.

Tender Reference No. **MD/ACCTS/WK/R-12/2026/1217, Date: 25/09/2026**.

Name of Tender / Work: HIRING OF 3RD BATTERY OPERATED ELECTRIC TUG OF 60T BOLLARD PULL (GREEN TUG TRANSITION PROGRAMME) INCLUDING MANNING, OPERATION, AND MAINTENANCE FOR A PERIOD OF 15 YEARS AT PARADIP PORT AUTHORITY & EXTENDABLE BY 02 MORE YEARS.

Dear Sir,

We, M/s _____, hereby confirm and declare that the undertakings from the shipyard, ESS Supplier& Electrical Integrator will be duly submitted by us upon selection, not later than commencement of the keel laying.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Form – XXIV: Document List to be submitted by bidder to consider responsiveness

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

A. COVER-I

Sr. No.	Form No.	Description of Form	Yes/ No
1	--	Proof of payment of tender fee / Exemption certificate	
2	**FORM-II**	Proof of payment of EMD or Exemption certificate and BID SECURITY DECLARATION	
3	**FORM-VIII** **OR** **FORM-VIII A**	FORMATOF E-BG for EMD OR FORMAT OF INSURANCE SUREITY BOND / FIXED DEPOSIT for EMD	
B. COVER-II- TECHNO-COMMERCIAL BID			
4	**FORM-I**	TENDERFORM	
5	**FORM-III**	The bidder shall download the integrity pact format available in **Form III, Section 7** 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	**FORM-IV**	PROFILE OF THE BIDDER	
7	**FORM-V**	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order or Agreement and Work Completion with executed value excluding GST)	
8	**FORM-VI**	ANNUAL TURNOVER Certified by Chartered	

		Accountant on their letter head along with UDIN No. or audited balance sheet having UDIN No. by chartered accountant firm. The bidder / Lead Member of JV/ Lead member Consortium shall have positive net worth as on 31st March 2025. The firm to submit the proof copy duly certified by the Chartered Accountant firm having UDIN No.	
9	**FORM-VII**	POWER OF ATTORNEY	
10	**FORM – XI**	EVIDENCE TOWARDS SITE VISIT (OPTIONAL)	
11	**FORM-XII**	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT	
12	**FORM - XIII**	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / LEAD MEMBER OFCONSORTIUM	
13	**FORM - XIV**	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS	
14	**FORM – XV**	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING	
15	**FORM – XVI**	INTENTIONALLY KEPT BLANK	
16	**FORM – XVII**	DECLARATION BY BIDDER	
17	**FORM – XVIII**	GGTP COMPLIANCE DECLARATION	
18	**FORM – XXIII**	UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION	
C. COVER-III- BOQ/ PRICE BID			
D. AFTER AWARD THE CONTRACT			
	FORM-VIII **OR** **FORM-VIIIA**	FORMAT OF e-BANK GUARANTEE FOR PSD OR FORMAT OF INSURANCE SURITY BONE / FIXED DEPOSIT FOR PSD	After Award
	FORM-IX	CONSENT OF ACCEPTENCE	After Award
	FORM–X	CONTRACT AGREEMENT	After Award
	FORM – XIX	GGTP COMPLIANCE CERTIFICATE	At the time of delivery of Tug
	FORM – XX	UNDERTAKING FROM SHIPYARD IN INDIA	Before the commencement of

			keel laying
	FORM – XXI	UNDERTAKING FROM ESS SUPPLIER	Before the commencement of keel laying
	FORM – XXII	UNDERTAKING FROM ELECTRICAL INTEGRATOR	Before the commencement of keel laying

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

PARADIP PORT AUTHORITY
MARINE DEPARTMENT

No. MD/ACCTS/WK/R-12/2026/**1217** Date: 25/09/2026

Name of the Work: Hiring of 3rd Battery Operated Electric Tug of 60T Bollard Pull (Green Tug Transition Programme) including Manning, Operation, and Maintenance for a Period of 15 years at Paradip Port Authority & Extendable by 02 more years.

(This 3rd tug under GTTP is in addition to the 1st GTTP tug & the 2nd GTTP tug. The 1st GTTP tug vide e-RFP No. MD/ACCTS/WK/R-20/2025/506, dt.15/04/2025 as amended vide e-RFP No. MD/ACCTS/WK/R-20/2025/828, dt.26/06/2025 is subject to the outcome of WP(C).33656/2025 & WP(C).33659/2025 and same is not being proceeded with in view of interim orders passed by Hon'ble High Court of Orissa).

Estimated cost put to tender for hire charges of one year only: Rs.20,02,02,500/- excluding GST.

Last date & time of submission of tender through on-line bidding is **17:00 Hours on dt.10/11/2026.**

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

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 Pramod Shripad Phalnikar, IPS (Retd.), A2, 602 Phase – 1, Aditya Shagun, CHS, NDA-Pashan Road, Bavdhan, Pune, Maharashtra–411021 **(Email Id: pramodphalnikar@gmail.com),** IEM for Paradip Port Authority.
4. 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.
5. 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).
6. Office Order Guard file.

SECTION – 8

General Specifications of Green Tug Transition Programme (GTTP) Phase-I as published by IPA on 29.10.2024 which is attached as Appendix-A