



ನವ ಮಂಗಳೂರು ಬಂದರು ಪ್ರಾಧಿಕಾರ  
नव मंगलूर पत्तन प्राधिकरण  
NEW MANGALORE PORT AUTHORITY

(Fully Solar Powered)

भारत सरकार ( पत्तन, पोत परिवहन और जलमार्ग मंत्रालय )  
Govt. of India (Ministry of Ports, Shipping and Waterways)  
ಪಣಂಬೂರು ಪಣಂಬೂರು Panambur / ಮಂಗಳೂರು ಮಂಗಳೂರು Mangalore - 575010



## NEW MANGALORE PORT AUTHORITY MARINE DEPARTMENT

**Tender No. NMPA/ME/ TUG/GTTP-ASTDS/2025/09 dated 26-06-2025**

**NIT No. NMPA/ME/ TUG/GTTP-ASTDS/2025/09 dated 26-06-2025**

**E-Tender No. 2025\_NMPT\_866130\_1**

**TENDER FOR “CHARTERING OF GREEN TUG  
(GREEN TUG TRANSITION PROGRAMME  
COMPLIANT) -MANNING, OPERATION,  
MAINTENANCE AND COMPLETE TECHNICAL  
MANAGEMENT OF SERVICE PROVIDER OWNED/  
LONG CHARTERED 01 NO. 60T NEW BATTERY  
ELECTRIC TUG FOR 15 YEARS AT NEW  
MANGALORE PORT AUTHORITY”**

## **Table of Contents**

1) E-Tender Timelines	4
2) Notice Inviting Online Tender	5
3) NIT Details	6
Section 2	13
1) Overview	13
2) Techno Commercial Bid	13
3) Price Bid	14
4) Pre-Bid Meeting	14
Section 3	15
1) Instructions for online bid submission	15
Section 4	17
1) Definitions	17
2) Instruction to bidders	18
a) General	18
b) Requirements of 60T battery electric green tug	18
c) Joint Venture / Consortium	19
d) Minimum Qualification Criteria	20
e) Selection of Shipyard	21
f) Selection of Energy Storage System (ESS) Supplier and Electrical Integrator	22
g) Online Vessel Performance Monitoring System (VPMS)	22
h) Shore Power Charging Infrastructure	23
i) Bid Security Declaration	23
j) Integrity Pact	23
k) Number of Bid submissions	23
l) Tender Validity	24
m) Cost of tender	24
n) Port visit	24
o) Right to annul the bidding process	24
p) Authority for signing tender document	24
q) Pre bid meeting	24
r) Addendum / Corrigendum of tender documents	25
s) Submission and closing date of tender	25
t) Bid opening and evaluation	25
u) Evaluation of bids	25
v) Award of work	26
Section 5	28
1) Scope of work for charter of 01 No. 60T battery electric green tug	28
2) Technical specifications	28

3) Logbook	31
4) Illegal activities	32
5) Deployment	32
6) Penalty	32
Section 6	34
1) Right to accept or reject any bid	34
2) Determination of responsiveness & non-responsiveness	34
a) Responsiveness checklist	34
b) Non-responsive	34
3) Confidentiality	34
4) Notification of award and delivery	35
5) Performance Security	35
6) Compliance with statutory requirements:	36
7) Maintenance and Operations	36
8) Facilities provided by the port	37
9) Assignment and subletting	37
10) Contractor's subordinate staff & their conduct	38
11) Rates, amounts & taxes	38
a) Chartered rate	38
b) Chartered amount	38
c) Taxes	39
12) Period of contract.	39
13) Payment terms	39
14) Income tax deduction	40
15) Insurance	40
16) Downtime and allowed maintenance period	41
17) Lien	41
18) Indemnity	41
19) Force Majeure	41
20) Termination	42
21) Changes in Constitution	42
22) Failure Clause	42
23) Foreclosure	42
24) Dispute Resolution	43
25) Pollution damage	43
26) Certificates	43
27) Accommodation and Manning	43
28) Change of crew	44
29) Maintenance of Class	44
30) Contract Agreement	44

31) Access to port area	45
32) Breakdown Maintenance	45
33) Cost Escalation	45
34) Training	45
35) Veracity verification	46
Section 7	47
Checklist of forms to be submitted by the bidder:	47
Form-I: Tender form	49
Form-II: Bid Security Declaration	51
Form-IV: Profile of the bidder	60
Form-V: Work executed during last 07 years	62
Form-VI: Annual Financial Turnover	63
Form-VII: Proforma of Power of Attorney	64
Form-VIII: Format for Performance Security (Bank Guarantee)	65
Form-IX: Consent of Acceptance	67
Form-X: Charter Party Agreement	68
Form-XI: Evidence towards site visit	70
Form-XII: Format for Joint Venture/Consortium Agreement	71
Form-XIII: Format for Power of Attorney to Lead Member of JV/Consortium	74
Form-XIV: Format for Details of JV/Consortium Members	75
Form-XV: Format for undertaking regarding Debarring/ Blacklisting	76
Form-XVI: Format for information regarding Litigation	77
Form-XVII: Declaration by Bidder	78
Form-XVIII: GTTP Compliance Declaration	80
Form-XIX: GTTP Compliance Certificate	82
Form-XX: Undertaking from a Shipyard in India	85
Form-XXI: Undertaking from ESS Supplier	86
Form-XXII: Undertaking from Electrical Integrator	88
Form-XXIII: Undertaking from bidder to provide intent of entering in to agreement with Shipyard, ESS Supplier & Electrical Integrator upon selection	89
Form-XXIV: Document List to be submitted by bidder to consider responsiveness	90
Section 8	91
Schedule-I Price Bid	91
Schedule-II General Specifications of Green Tug Transition Programme (GTTP) Phase-I as published by IPA on 29.10.2024	92

## **Section 1**

### **1) E-Tender Timelines**

#### **E-TENDER**

**TENDER No.: - NMPA/ME/ TUG/GTTP-ASTDS/2025/09 dated 26-06-2025**

#### **NAME OF WORK:**

**“CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”**

#### **E- TENDER TIMELINES**

<b>DATE OF DOWNLOADING OF TENDER DOCUMENT</b>	<b>26-06-2025</b>
<b>TIME &amp; DATE OF PRE-BID MEETING</b>	<b>@ 15.30 Hrs. on 09-07-2025</b>
<b>LAST DATE &amp; TIME FOR RECEIPT OF BIDS</b>	<b>@ 15.00 Hrs. on 13-08-2025</b>
<b>TIME &amp; DATE OF OPENING OF TECHNICAL BIDS</b>	<b>@ 15.30 Hrs on 14-08-2025</b>
<b>PLACE OF OPENING OF BIDS</b>	<b>New Mangalore Port Authority, Marine Department, Panambur, Mangalore -575050</b>

**Sd/-**

**Deputy Conservator**

**New Mangalore Port Authority**

## **2) Notice Inviting Online Tender**

### **NOTICE INVITING ONLINE TENDER**

#### **NEW MANGALORE PORT AUTHORITY**

**TENDER NO.: NMPA/ME/TUG/GTTP-ASTDS/2025/09 dated 26-06-2025**

E-Tenders are invited by **Deputy Conservator, NEW MANGALORE PORT AUTHORITY** as per the details given in the table below:

<b>Name of Work</b>	<b>“CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) - MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”</b>
<b>Cost of tender document (INR)</b>	<b>₹1,680/- (1,500 + 12% GST)</b> Non-refundable.
<b>Estimated cost (INR)</b>	<b>₹367,09,30,000/- (Excluding GST)</b>
<b>EMD (INR)</b>	<b>₹1,56,19,000/-</b>
<b>Tender download date from</b>	<b>26-06-2025</b>
<b>Last date and time of submission of Bid</b>	<b>15.00 hrs. on 13-08-2025</b>
<b>Date and time of opening of Bid</b>	<b>15.30 hrs. on 14-08-2025</b>

Detailed tender notice along with complete tender documents can be downloaded from website: CPP Portal (Central Public Procurement Portal) [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and available on [www.newmangaloreport.gov.in](http://www.newmangaloreport.gov.in) from 26-06-2025. Pre-bid meeting will be held on 09/07/2025 at 15.30 Hrs.

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

**Sd/-**

**Deputy Conservator**  
**New Mangalore Port Authority**

**3) NIT Details**  
**NIT DETAILS**

<b>Department</b>	MARINE DEPARTMENT
<b>Circle/ Division</b>	MARINE ENGINEERING DIVISION
<b>Tender Notice No.</b>	NMPA/ME/TUG/GTTP-ASTDS/2025/09 dated 26-06-2025
<b>Name of Work</b>	“CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”
<b>Operational Profile</b>	<p>Standby – 12.9 %</p> <p>Steaming (max speed) – 7.4%</p> <p>Transit Low&lt; 6 knots – 22.2%</p> <p>Transit High&gt; 6 knots – 14.8%</p> <p>High Bollard Pull &gt; 90% - 8.3%</p> <p>Medium Bollard Pull (50-90%) – 12.0%</p> <p>Low bollard Pull &lt; 50% - 7.40%</p> <p>Total operation Duration per cycle - 108mins</p> <p>Number of cycles per day – 4 Nos</p> <p>Shore power for Charging – 2000 kVA, 690 Volt, 50 Hz, 3 Phase</p>
<b>Specific Operational Tasking Required by Port</b>	<ul style="list-style-type: none"> <li>• River Sea vessel</li> <li>• AFT Towing Winch and Hook</li> <li>• Deck Crane in addition to rescue boat davit crane</li> <li>• Oil Spill response equipment (Dispersant arm &amp; containment boom)</li> </ul>
<b>Propulsion System</b>	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.
<b>Generator Set for Main Electric Power</b>	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.
<b>Number of generators with capacity</b>	At least 02 Nos. of adequate capacity of Genset to meet the tender requirement.

<b>Estimated Contract Value (INR)</b>	<b>₹367,09,30,000/- (Excluding GST)</b>
<b>Period of chartering</b>	<b>15 years</b> from the date of acceptance of Green Tug by the port.
<b>Bidding Type</b>	Open
<b>Bid Call (Nos.)</b>	One
<b>Tender Currency Type</b>	Single
<b>Tender Currency Settings</b>	INR
<b>Minimum Qualification Criteria:</b>	<p><b>1. <u>Financial Standing:</u></b></p> <p>The average annual financial turnover of the Bidder over the past three years ending <b>31<sup>st</sup> March 2024</b> should not be less than <b>₹36,70,93,000/-</b> excluding GST, Certified by Chartered Accountant on their letter head along with UDIN No. (<b>Amount 30% of the present estimated cost for 05 years</b>).</p> <p>The bidder/ Members of JV/Consortium shall have a net positive worth.</p> <p>In case of international bidders/ lead member of JV 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.</p> <p><b>2. <u>Experience in terms of:</u></b></p> <p>The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last <b>Seven (07) years</b> ending last day of month before one in which applications are invited should be either of the following:</p> <p>(a) <b>Three similar works</b> each costing not less than <b>₹48,94,57,333/-</b> excluding GST (amount <b>40%</b> of the present estimated cost for 05 years)</p> <p style="text-align: center;"><b>(OR)</b></p> <p>(b) <b>Two similar works</b> each costing not less than <b>₹61,18,21,667/-</b> excluding GST (amount <b>50%</b> of the present estimated cost for 05 years ).</p> <p style="text-align: center;"><b>(OR)</b></p>



(c) **One similar work** costing not less than **₹97,89,14,667/-** excluding GST (amount **80%** of the present estimated cost for 05 years)

**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.

### **3. Capability and Resources:**

1. 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.
2. In case the bidder/ lead member of the JV/ Consortium 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.
3. 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.
4. 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.

	<p><b>4. <u>Satisfactory Performance:</u></b></p> <p>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 <b>Seven (07) years</b>.</p> <p>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.</p> <p><b><u>Note:</u></b></p> <ol style="list-style-type: none"> <li>1. Copies of the work order and its relevant Completion Certificates for all the said similar works to be uploaded.</li> <li>2. If the bidder has executed the work in private organization, necessary <b>TDS certificate</b> issued by the private organization shall be submitted.</li> <li>3. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending <b>31st March 2024</b> i.e. for the financial years <b>2021- 2022, 2022-2023, 2023-2024</b> should be uploaded.</li> </ol>
<b>Joint Venture / Consortium:</b>	<ol style="list-style-type: none"> <li>1. The participation in the bid as <b>Joint Venture / Consortium</b> is allowed and number of partners in <b>JV/Consortium</b> shall be limited to maximum of <b>three</b>.</li> <li>2. In case of <b>JV/Consortium</b> 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 <b>JV/Consortium</b> shall not be permitted to qualify eligible works in terms of similar completed works. Only number of work orders executed by members of <b>JV/Consortium</b> shall be merged to evaluate experience.</li> <li>3. The <b>Lead Member</b> of the <b>JV/Consortium</b> shall meet the <b>Minimum Qualification Criteria of Financial Turnover</b>.</li> <li>4. At least one member of the <b>JV/Consortium</b> shall meet the minimum qualification criteria of experience of having successfully completed similar works.</li> <li>5. The works reckoned for the above purpose are those executed by the tenderer as prime contractor or proportionately as</li> </ol>

	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.
<b>Integrity Pact:</b>	Integrity Pact need to be submitted <i>in Preliminary bid stage</i> duly scanned, stamped, signed and dated along with both witness signatures (to be arranged by the bidder) as per format available in <b>Section 7 Form-III</b> in the tender document <u><i>failing which bid submitted by the bidder will be considered non-responsive.</i></u>
<b>Site Visit:</b>	Upload duly signed document given at <b>Section-7 Form-XI</b> towards evidence of site visit. <u><i>(The bidder who has not physically visited the site and not uploaded document given at Section-7 Form-XI, will be declared disqualified at preliminary stage evaluation.</i></u> The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).
<b>Downloading Websites:</b>	<a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a> and <a href="http://www.newmangaloreport.gov.in">www.newmangaloreport.gov.in</a>
<b>Tender Fee:</b>	<b>₹1,680/-</b> (including GST)
<b>Tender Fee Payable To:</b>	Name of Payee: <b>The FA &amp; CAO, NMPA, Panambur, Mangalore</b> Name of the Bank: <b>State Bank of India, Panambur, Mangalore</b> Pin: - 575 010 Bank A/C No. - <b>10205649448</b> IFSC Code: <b>SBIN0002249</b> MICR Code: <b>575002011</b>
<b>Bid Security/ EMD (INR)</b>	<b>₹1,56,19,000/-</b> (including GST)
<b>Bid Security/ EMD (INR) In Favour of:</b>	Name of Payee: <b>The FA &amp; CAO, NMPA, Panambur, Mangalore</b> Name of the Bank: <b>State Bank of India, Panambur, Mangalore</b> Pin: - 575 010 Bank A/C No. - <b>10205649448</b> IFSC Code: <b>SBIN0002249</b> MICR Code: <b>575002011</b>

<b>Tender Document Downloading Start Date</b>	<b>26-06-2025</b>								
<b>Tender Document Downloading End Date</b>	<b>13-08-2025</b>								
<b>Date &amp; Place of Pre-Bid Meeting</b>	Date & Time: <b>09-07-2025 @ 15.30 Hrs.</b> Place: NMPA, Marine Department, Panambur, Mangalore - 575010								
<b>Last Date &amp; Time for Receipt of Bids</b>	<b>13-08-2025 up to 15:00 Hrs.</b>								
<b>Bid Validity Period</b>	<b>180 Days</b> from the date of opening of technical bid.								
<b>Condition for EMD &amp; Tender fee</b>	<p><b><u>Tender Fees:</u> ₹1,680/- (incl. of GST)</b> shall be made through online payment mode in through NEFT / RTGS / SBI collect.</p> <p><b><u>EMD:</u> ₹1,56,19,000/- (incl. of GST).</b></p> <p>The EMD shall be deposited in the form of Insurance Surety Bonds or Account Payee Demand Draft or Banker's Cheque or Bank Guarantee from any of a Nationalized Bank / Scheduled Bank (except co-operative bank) or payment online in an acceptable form. (BG Format available in Section -7 Form-VIII).</p> <p>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 shall become eligible for exemption from payment of tender fee/EMD. Such bidder shall also upload the scanned copy of valid &amp; relevant certificate on CPP website along with <b>'Bid Security Declaration Form' (Section 7, Form-II)</b> in preliminary bid failing which the bid shall be considered <b>non-responsive</b>.</p> <table border="1"> <thead> <tr> <th>Code / Sub-class</th><th>Description</th></tr> </thead> <tbody> <tr> <td>Sub-class 30111</td><td>Building of commercial vessels: passenger vessels, ferryboats, cargo ships, tankers, tugs, hovercraft (except recreation-type hovercraft) etc.</td></tr> <tr> <td>Sub-class 50111</td><td>Sea and coastal ferry service</td></tr> <tr> <td>Sub-class 50112</td><td>Sea and coastal water cruise, water taxis and other sightseeing boat</td></tr> </tbody> </table>	Code / Sub-class	Description	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
Code / Sub-class	Description								
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
<b>Banking Details:</b>	Name of Payee: <b>The FA &amp; CAO, NMPA, Panambur, Mangalore</b> Name of the Bank: <b>State Bank of India</b> , Panambur, Mangalore Pin: - <b>575 010</b> Bank A/C No. - <b>10205649448</b> IFSC Code: <b>SBIN0002249</b> MICR Code: <b>575002011</b>	
<b>Bid Opening Date:</b>	<b>Technical Bid</b> will be opened on <b>24-09-2025 @ 15.30 Hrs.</b> Date of opening of <b>Price bid</b> shall be notified after scrutiny and evaluation of Technical Bid.	
<b>Documents required to be submitted by scanning through online:</b>	Documents in support of fulfilling qualifying criteria as indicated above.  The proof of payments made towards <b>Tender Fee</b> and <b>EMD</b> (receipt of <b>NEFT / RTGS / SBI collect</b> ) to be submitted along with technical bid. If the bidder is submitting EMD in the form of <b>Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque</b> , then the <b>Original document (hard copy)</b> for the same shall be submitted prior to cut off date and time of <b>Technical Bid opening</b> .	
<b>Officer- Inviting Bids:</b>	<b>DEPUTY CONSERVATOR</b>	
<b>Bid Opening Authority:</b>	<b>DEPUTY CONSERVATOR</b>	
<b>Address:</b>	Deputy Conservator, Marine Department, New Mangalore Port Authority, Panambur, Mangalore -575010	
<b>Contact Details:</b>	✉: <a href="mailto:dyconservator@nmpt.gov.in">dyconservator@nmpt.gov.in</a> / <a href="mailto:me-section@nmpt.gov.in">me-section@nmpt.gov.in</a> ☎: 0824-2887250/ 265	

**Sd/-**

**Deputy Conservator**  
**New Mangalore Port Authority**

## **Section 2**

### **1) Overview**

Online Bids are invited in Two Bid System through e-procurement for “**Chartering of Green Tug (Green Tug Transition Programme Compliant) -Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority**” from eligible bidders meeting the minimum qualification criteria and specifications as detailed in tender document. The two-bid system is (i)Techno-Commercial Bid and (ii) Price Bid-BOQ.

NMPA shall follow a single stage bid in three envelopes for selection of Qualified Bidders for the said work. Tender fee & EMD in first envelope, Techno-commercial bid in second envelop & Price bid in third envelop. The bids will be evaluated as per the minimum qualification criteria. The bidders of fulfilling the minimum 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 NMPA’s websites: [www.eprocure.gov.in](http://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 minimum 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 the Bid Security declaration as per Section-7 –Form-II in company letter head and, the bidder should send the hardcopy to the following address on or before the time of opening of technical bid.
  - IV. Bidder shall upload Integrity Pact as per Section-7 –Form-III along with other tender documents on a stamp paper. Also, the bidder should send the hardcopy to the following address mentioned at Section 2 (3) on or before the time of opening of technical bid.
  - V. The bidder shall upload the Profile of the bidder as per Section-7 Form-IV.
  - VI. Bidder shall upload the published tender document, pre-bid clarifications, corrigendum etc. duly signed with date and stamped on all pages by the authorized person affirming that they abide by all the conditions/clauses of the tender.
  - VII. Bidder shall upload duly filled Section-7 Form-V details of similar works executed in the past Seven years ending last day of completed month prior to notice inviting bid date. Also, copy of work order and its relevant Completion Certificates for all the said similar works to be uploaded.
  - VIII. Bidder shall upload duly filled Section-7 – Form-VI about Average Annual Financial Turnover during the last 03 Financial Years ending 31.03.2024. The bidder should upload copy of profit/loss statement, balance sheet audited by Chartered Accountant for the preceding 03 Financial Years ending 31.03.2024.
  - 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 successful Bidder(s) shall submit Performance Bank Guarantee in the specified format Section-7 – Form-VIII.

- XI. The bidder shall submit/forward **Consent of acceptance** as per **Section 7- Form-IX** up on receipt of **Work Order** from NMPA.
- XII. The **successful Bidder(s)** shall execute/sign the **Charter Party Agreement** within **28 days** from date of issue of **Work Order** as per **Section-7- Form-X**.
- XIII. The bidder shall upload duly signed document given at **Section-7 Form-XI** towards evidence of site visit. (The bidder who has not physically visited the site and not uploaded document given at **Section-7 Form-XI**, will be declared disqualified at preliminary stage evaluation. The date of physical visit of site should be the date invariably prior to date of opening of preliminary bid. The mandatory site visit and uploading of document are exempted if there is declared travel restriction by central/state government).
- 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 bidder shall upload the **information regarding litigation** if any or a letter of undertaking stating no ongoing litigation in the specified format **Section-7-Form- XVI**.
- XVII. The specifications of the supplied tug shall conform with 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 NMPA 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 NMPA.
- XVIII. 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.
- XIX. 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.
- XX. 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**.
- XXI. The bidder shall submit the undertaking from **ESS Integrator / Provider**, before the **commencement of keel laying** as per specified format **Section 7 Form XXI**.
- XXII. The bidder must upload the format of List of documents to be submitted by the bidder as per **Section-7 Form-XXIV**.

### **3) Price Bid**

1. Bidders has 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 following address: **The Deputy Conservator, Marine Department, NMPA, Panambur, Mangalore -575010**

### **4) Pre-Bid Meeting**

The bidders are requested to attend the pre-bid meeting and are requested to send their questionnaire if any to the communication address prior to the date of scheduled pre-bid meeting. Questionnaire may please be sent in the following email id's: **dyconservator@nmpt.gov.in / me-section@nmpt.gov.in**.

## **Section 3**

### **1) Instructions for online bid submission**

For “CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”

- 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 confidentiality 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 [cphp-nic@nic.in](mailto:cphp-nic@nic.in) or by phone 1800-3070-2232 well in advance.
- XXVIII. Tenderer is required to submit their tender through online in the form of Two Cover System on or before schedule bid due date of closing and time as notified in NIT. The tender received after the due date and time will not be entertained and shall be summarily rejected.
- XXIX. Tender Document can be submitted online only in the designated e-procurement portal [www.eprocure.gov.in](http://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) **NMPA** means New Mangalore Port Authority, Panambur.
- (b) **“BOARD”** – The Board means the Board of Directors of NMPA or their successors or Assignees.
- (c) **“CHAIRPERSON”** means the Chairperson of NMPA.
- (d) **“Deputy Conservator”** means the Head of Marine Services Department of the NMPA.
- (e) **“CONTROLLING OFFICER”** means the Deputy Conservator of NMPA.
- (f) **“ISPS”** means International Ship and Port Facility Security Code.
- (g) NMPA (For **“CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”**) means Board of Management of NMPA.
- (h) **“EMPLOYER”** means NMPA, the organization issuing the tender.
- (i) **“THE SERVICE PROVIDER OR SUCCESSFUL BIDDER”** means the person or persons, firm, corporation, or company whose tender has been accepted by the NMPA and includes the contractor’s servants, agents, workmen, personal representatives, successors and permitted assigns.
- (j) **“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.
- (k) **“CONTRACT PRICE”** means the total sum of money to be paid by NMPA 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.
- (l) **“APPROVED/ APPROVAL”** means the approval in writing.
- (m) **“O&M”** means Manning, Operation, Maintenance and Complete Technical Management of Green Tugs at NMPA Limits, neighbouring port and other areas as required by the NMPA.
- (n) **“CONTRACT PERIOD”** means currency of contract period including extension period if any.
- (o) **“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 01 No. 60T Bollard Pull Green Tug.
- (p) **“AGREEMENT”** means agreement between the successful Bidder/Bidders and NMPA for charter of tug.
- (q) **“PAID DOWN TIME”** means the time during which the 60T Battery Electric Green Tug owned by contractor, namely the supplied tug is not available for operations due to any reasons with prior permission obtained from NMPA and the daily hire rate is payable during this period. This period is for maintenance of the tug to ensure smooth uninterrupted operations.

- (r) “**BREAKDOWN**” means the time during which the Green Tugs owned by contractor, namely the supplied tug is not available for mentioned operations as per requirement of NMPA and for which no prior permission has been obtained from NMPA and it is not of planned nature.
- (s) “**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.
- (t) “**AUDITOR**” means a statutory auditor as defined in the Company’s Act.
- (u) “Effective date of commencement of charter (D)” means the date of acceptance of Green Tug by the Port.
- (v) “**SSC**” means Standing Specifications Committee constituted by the Ministry vide OM No. **SY-13013/1/2020-SBR** dated **27 December 2023**.
- (w) “**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**

### **a) General**

- I. Bids are invited by NMPA from experienced and eligible bidders meeting the minimum qualifying for chartering of **01 number 60T BP Green Tug** for a period of **15 years**. The first stage shall contain **Techno-Commercial bid** & second stage shall contain the **Price bid-BOQ**.
- II. Bidders are required to submit the tender offer in the form of two bid system on or before due date as mentioned in the NIT.
- 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) Requirements of 60T battery electric green tug**

- 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 NMPA 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 commencement contract work at NMPA (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 from the date of commencement of contract or charter due any reasons other than Force Majeure/ any extraordinary circumstances not attributable to the successful bidder, per, the successful bidder shall be liable for penalty, as per daily charter hire rate. In case the bidder defaults by not fulfilling the requirements of the tender, such parties shall thereafter **debarred** from participation in further tenders for chartering 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 NMPA, in case NMPA warrants, internship training for students the same to be given as per NMPA'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 NMPA's requirement. Adequate lighting to be provided in that area to enables identification by other Tugs and ships at night time. The name of the vessel may be displayed as per statutory requirements.
- VIII. Indian Built Green Tug as per the ASTDS-GTTP shall be deployed at NMPA not later than **24 months** from the date of issue of Work Order.
- IX. The successful bidder shall strive to commence the charter on or before completion of **24 months** from the date of issue of Work Order. In case **GTTP compliant Green Tug** is not delivered within **24 months** from the date of issue of Work Order, the bidder shall be liable for appropriate penalty as per Penalty Clause (**Section 5, Clause 6**), as laid out in the tender.
- X. If the **GTTP compliant Green Tug** is not deployed within **30 months** (**24 months + 06 months penalty period**) from the date of issue of Work Order, the contract shall be liable to be terminated and performance security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing.

### **c) Joint Venture / Consortium**

**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.**

**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 merged to evaluate experience.**

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

**At least one member of the JV/Consortium shall meet the minimum 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 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) Minimum Qualification Criteria**

- I. The average annual financial turnover of the Bidder over the past three years ending **31<sup>st</sup> March 2024** should not be less than **₹36,70,93,000/-** excluding GST, Certified by Chartered Accountant on their letter head along with **UDIN No.** (Amount **30%** of the present estimated cost for 05 years).
- II. The bidder/ Members of JV/Consortium shall have a net positive worth.
- III. The Bidder/ Member(s) of the consortium shall possess experience of having successfully completed similar works during the last **07 years** ending last day of month before one in which applications are invited should be either of the following:
  - (a) **Three similar works** each costing not less than **₹48,94,57,333/-** excluding GST (amount **40%** of the present estimated cost for 05 years)  
(OR)
  - (b) **Two similar works** each costing not less than **₹61,18,21,667/-** excluding GST (amount **50%** of the present estimated cost for 05 years).  
(OR)
  - (c) **One similar work** costing not less than **₹97,89,14,667/-** excluding GST (amount **80%** of the present estimated cost for 05 years)

**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.

- IV. 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.

- V. 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**.
- VI. 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.
- VII. 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** and its relevant **Completion Certificates** 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.
- 3. Auditors report of **Profit/loss statement, balance sheet** for the preceding three financial years ending **31st March 2024** i.e. for the financial years **2021- 2022, 2022-2023, 2023-2024** should be uploaded.

**e) Selection of Shipyard**

- 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 for electrical integrator in support of such an agreement with a shipyard in accordance with specified format at **Section 7, Form XXII**.
- 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 03 vessels of 300 Gross Tonnage and above over the past three years ending 31st March of previous financial year.

#### **f) Selection of Energy Storage System (ESS) Supplier and Electrical Integrator**

- 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. This Form XXIII to be submitted along with the Technical bids.
- 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) Online Vessel Performance Monitoring System (VPMS)**

- 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 onboard 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) Shore Power Charging Infrastructure**

- I. The Shore Power Charging Infrastructure along with Cable Management System shall be developed and provided by **NMPA** up to the berth as per the **Standard Shore Power Charging Infrastructure Specifications** defined by **SSC** to ensure interoperability of the tug in various major ports.
- II. The shore power charging infrastructure will be catering the power supply requirements as specified in **GTTP general specifications** published by IPA. If any additional requirements are required by the tugs due to its design, then bidder shall take care of these requirements. All tugs should be retrofitted with the kind of sockets compatible with the Shore Power Charging Infrastructure Provided by the Port.
- III. The contractor shall be responsible for making arrangements at his own cost to install and operationalize any additional requirements as stated in above para to draw shore power from the designated power point provided by the port at berth and utilize it for charging the **ESS** system on board the green tug.

#### **i) Bid Security Declaration**

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

#### **j) Integrity Pact**

The Bidder shall upload **Integrity Pact** as per **Section-7 –Form-III** along with other tender documents in a stamp paper. Also, the bidder should send the **hardcopy** to the communication address on or before the time of opening of technical bid.

#### **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. NMPA 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 NMPA, 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, NMPA reserves the right to annul the bidding process at any time without any liability or any obligation for such annulment, without assigning any reason. NMPA 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**

1. The bid documents including price bid and other documents pertaining to this tender shall be signed by the authorized person who is nominated as **Power of attorney** as per **Section-7 Form-VII**. Single entity means any proprietary firm, partnership firm corporation, company and not joint venture.
2. For **proprietary firm** documents required are **Shop & establishment, License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, Identification of the proprietor.**
3. For **partnership firm** documents required: **Partnership deed, Income Tax PAN number/Income Tax returns, GST, Partners' authorization in power of attorney.**
4. For **Private Limited/Public limited company** documents required: **Article/Memorandum of Association Certification of Incorporation, PAN No, Resolution of company to authorize person to enter the agreement or Power of Attorney. Bidder should submit the details of contracts executed in accordance with schedule, with copy of the agreement/work orders etc. In support of the contracts, having been executed.**
5. 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 NIT at NMPA. The bidders shall submit their queries in writing to NMPA 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, NMPA 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. **No hard copy submissions of technical bid shall be permitted.**

## **t) Bid opening and evaluation**

1. On the day of bid opening as mentioned in the NIT, the stage I (**technical bid**) will be opened through e-procurement only.
2. 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**.
3. Normally the price of the lowest bidder is accepted but NMPA is not bound to accept it and may discharge the tender without assigning any reasons.
4. 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.
5. The bidder should not indicate the quoted rate directly or indirectly in **Cover – I** or anywhere of the bids. Any such offer shall disqualify the tender forthwith.
6. For the **minimum qualification stage**, the bidders must furnish information on their Technical and Financial capability in **Stage I** in accordance with the conditions and formats specified in this Tender Document, Non-compliance will lead to rejection of their bid. During Tender evaluation, if required, NMPA shall seek the clarification from the bidder based on uploaded document. Additional/supplementary documents shall not be considered.
7. Any effort by the bidder to influence the bid evaluation, comparison or contract award decision may result in the rejection of bid.
8. The **Stage - II** containing the online **Price Bid** of all the Techno-Commercially Pre-qualified bids will be opened on the date and time which shall be notified to the bidders by NMPA through e-procurement portal.
9. The **Stage - II (Price Bid)** of the bidders who fail to Pre-qualify will not be opened.
10. An e-Tendering proposal shall be considered responsive if:
  - a) It is received by the proposed Due Date and Time.
  - b) It contains the information and documents as required in the bid document.
  - c) Contains Bid declaration form in lieu of E.M.D.
  - d) It contains information in formats specified in the Tender document.
  - e) It mentions the validity period as set out in the document.
  - f) There are no significant inconsistencies between the proposal and the supporting documents.

## **u) Evaluation of bids**

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.

NMPA 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 **successful bidder (L1)** and will be eligible for issuance of **work order** 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 will be declared by the Port post green tug delivery on actual consumption basis.**

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 fuel consumption exceeds the Port's declared figures, the cost towards the excess consumption of fuel will be recovered / deducted from the contractor's account, 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  $D = A \times B \times C$ .

## **v) Award of work**

1. NMPA shall intimate the **successful bidder (L1 bidder)** by writing through mail or Work Order 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 NMPA 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 **Work Order**. In case the **successful bidder** fails to send the **Consent of Acceptance** within the period stipulated above, the **Work Order** 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 **Work Order** by NMPA 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 NMPA.
5. The **successful bidder(s)** shall sign the **Agreement within 28 days from the date of issue of Work Order**. The **successful bidder** shall furnish the **Security Deposit cum Performance Bank Guarantee an amount equal to 5% of the value of the contract** for such period of the contract and in such form as determined by NMPA with claim period of at least **twelve months** before signing the **Agreement**.
6. The **Performance Security** will be either in the form of **Bank Guarantee** from the **scheduled/nationalized banks** encashable at **Mangalore** as per **Section-7 Form- VIII** format or in such form as determined by NMPA.
7. If the **successful bidder** fails to execute the **Agreement** within the stipulated time of **28 days** to sign the **Agreement**, the **Work Order** is liable for cancel. **The Bidder shall not be allowed to sign the Agreement without submitting the Performance Security.**

## **Section 5**

### **1) Scope of work for charter of 01 No. 60T battery electric green tug**

The contract involves supply of 01 No. 60T Battery Electric Green Tug to NMPA for a Period of **15 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 NMPA with the following requirements:

- a. 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.
- b. Based on specific operational requirements identified by NMPA and endorsed by NMPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of NMPA.
- c. The offered 60T Battery Electric Green Tug must register under **Indian flag** Tug to be put in operation within stipulated time. The Bidder is required to submit all the **specification of the tug** to be offered to NMPA as per **Section 5 Clause 2** and certificate of ASTDS-GTTP Compliance. The necessary certificates to be submitted to NMPA.

### **2) Technical specifications**

1. The specifications of the supplied tug shall conform with 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 NMPA 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 NMPA.
2. The contractor shall always supply and keep on board minimum of **02 nos.** of adequate length tested polypropylene rope on the drum and additional spare **2 nos.** of adequate length tested **polypropylene ropes** of adequate strength for towing purposes.
3. The whole reach and burthen of the tug, including lawful deck capacity is to be at NMPA'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 NMPA in the presence of NMPA's Representative by Competent surveyors to assess the quantity of **fuel** and **fresh water** on board. On-hire and off-hire survey charges shall be borne by the contractor. The contractor shall arrange a certified Marine Surveyor for **ON-HIRE** and **OFF-HIRE** survey at their cost. The cost of the quantity of liquids (fuel & fresh water) remaining on board (ROB) would be reimbursed / settled at the end of the contract by the Port and the contractor respectively as per the price prevailing at **Mangalore**.
6. NMPA shall be the port of delivery and the contractor's port of redelivery to take over and pay for all fuel remaining in the tug at the port of delivery/re-delivery along with GST.

7. Based on specific operational requirements identified and endorsed by NMPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of NMPA for various lawful services **including towing, docking and undocking of vessels** at NMPA and any neighbouring port 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 NMPA would be clearly brought out 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 NMPA.
10. In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the NMPA to the Contractor and penalty **Section 5 Clause 6** and Termination **Section 6 Clause 20** shall apply.
11. The contract involves chartering of **01 No. 60T Battery Electric Green Tug** by NMPA for a period of **15 years** as per broad technical specifications stipulated in “**Scope of Work**” with full crew, provisions and all stores including lubricants.
12. NMPA is chartering the Tug for carrying out shipping operations **24 Hrs × 7 Days** in hybrid mode, at NMPA with the exemption of charging time for batteries plus allowed maintenance period (Paid Downtime) allowable to them during the Charter period. The controlling officer of the tug shall be the **Deputy Conservator** of NMPA and the crews of the tug shall comply with all instructions from the Deputy Conservator of NMPA 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 to Contractor’s account and during any absence of the tug from duty or inability of tug to perform for these or any other reasons, will result in non-payment of hire charges, for the period tug were not made available and penalty **Clause** of the **Charter Party Agreement** shall apply.
15. On the date of commencement of the service, the Tug offered 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 Chartering will be for a period of **15 years** for **01 No. 60T Battery Electric Green Tug** from the date of providing the Tug on charter by the Contractor to NMPA. NMPA will pay the charter rate at the original rate and same terms and conditions throughout contract period and extended period if any.
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 **24days** (i.e.) **48hours** each month per each Tug as allowed maintenance period for **one calendar year** during the currency of the contract period. During the remaining period except those mentioned above, the Tug should be made available for operations or other duties including maintenance of 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 **30 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 to

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 NMPA's and any other legislation related to operation of **60T 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 NMPA 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, NMPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, NMPA will be at liberty to encash the Performance Guarantee.
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 of Deputy Conservator 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, NMPA 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, NMPA 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 NMPA before tug is put into service. The tug shall be registered as per the statutory requirements of D.G. **MS Act (Shipping)** complying statutory obligations.
29. The Contractor has also to carry out all operations at the maximum capacity of the tug provided that the tug has been adequately charged during emergency(s), if required, at no extra cost to NMPA. 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. Trials by Surveyor shall be carried out in the presence of NMPA's Representative(s) at NMPA 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 NMPA for acceptance of the tug within **3 days** and not exceeding **7 days** after availability of tug at NMPA and the Tug shall be under class throughout the contract period.

33. The Contractor shall be responsible for 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. 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. 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 drydocking, 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 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 tone or part tonne loss of Bollard Pull will be levied. However, if, Bollard Pull falls below **90%** of the required Bollard pull, the Port reserves the absolute right to terminate the contract forthwith.
35. The Contractor should also comply with ILO/Statutory Provisions for sufficient Work rest hours to all crew members for safe operation of tug as per guidelines and the proofs for the same should be submitted along with bills every month to the Marine Services Dept. The crew posted shall be able to converse in English on VHF.
36. The tug shall be on **24 hours** duty round the clock, **7 days a week, 365 days** a year except the allowed maintenance period. There shall be no Holidays. The tug shall comply with all instructions of the Port Signal Station for all operation related notices. Also, the contactor to comply other instructions of Deputy Conservator or any other authorized person authorized by NMPA.
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 NMPA Regulations**.

### **3) Logbook**

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 NMPA and Security personal deployed by NMPA during any serious or fatal accidents on the tug or at any place in NMPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify NMPA against any claims or actions arising there from.
4. In case of receipt of complaints from any crew regarding the non-receipt of wages, NMPA 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, NMPA will be at liberty to encash the **Performance Security**.



#### **4) Illegal activities**

The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against NMPA. 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 **7 days** at the expense of the Contractor by a qualified & competent substitute. Should the contractor be requested to repatriate any person removed from work shall do so and shall bear all costs in connection therewith.

#### **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**

##### **Penalty for offered 60T Battery Electric Tug**

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

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

- 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 1 hour 20 minutes, then non-availability will be considered as 2 hours and so on.
- In case of non-availability for 1 hour, 2 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 Security**.

**Beyond 180 days contract is liable to be terminated, in case the contractor is unable to provide reasonable justification along with documentary evidence for non-availability of tug.**

If contractor expresses his inability to provide the offered tug by **180<sup>th</sup> 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 Security** shall be encashed as per general conditions of the contract.

## **Section 6**

### **1) Right to accept or reject any bid**

NMPA reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. NMPA 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 Bid document has to be signed by Authorized person in all pages without any modification in Bid document.

The responsive checklist shall include but not limited to submission of Forms as mentioned in Checklist of Forms in **Section-7** and Price Bid as mentioned in **Section-8-Schedule-I**. The decision of the NMPA 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 **three years** and other financial reports as per mentioned in the applicable Sections.
8. The Tenders submitted without the performance guarantee as mentioned in clause mentioned in bid. (Once the contract awarded)
9. The tender submitted is not fulfilling the above responsive checklist criteria will be treated as non-responsive offer.

### **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, NMPA will notify the **successful Bidder** through letter or by email confirming that their offer has been accepted for award of contract. The Work Order shall indicate the sum, which NMPA will pay to the contractor in consideration of the execution of the contract by the bidder.
2. The tug must be placed at disposal of NMPA for shipping operations positively within **3 days** after availability of tug at NMPA and grant of permission by NMPA, 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 Work Order of the contract, the successful bidders shall send **Consent of Acceptance** and prepare the **Charter Party 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 NMPA, duly executed on stamp paper for appropriate value within **28 days** from the date of issue of **Work Order**. 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 NMPA.
4. The successful Bidder shall submit Performance Security 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 Work Order 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 NMPA.
6. No correspondence will be entertained from the unsuccessful bidders.

#### **5) Performance Security**

The **successful bidder** shall furnish an unconditional and irrevocable **Performance Security** an amount equal to **5% of the accepted tender total value + 18% GST** for such period of the contract and in such form as determined by NMPA within **28 days** from the date of issue of **Work Order** before signing the **Agreement**.

The **Performance Security** will be either in the form of **Bank Guarantee** from the scheduled/nationalized banks encashable at Mangalore as per **Section-7- Form- VIII** format or in such form as determined by NMPA as per Rule 171(i) of General Financial Rules 2017 as amended by Department of Expenditure, Ministry of Finance from time to time.

The validity of the BG should be additional claim period of **12 months** beyond the tenure of the performance guarantee from any **Indian Nationalized bank/Scheduled bank** enforceable and encashable at **Mangalore** or for such period and in such form as determined by NMPA.

The **Performance Security** shall be renewed annually till the completion of the contract duration with a claim period of **12 months**. The contractor has to renew the BG well in advance to avoid penalty/encashment.

NMPA will have unconditional option under the guarantee to invoke the said **Performance Guarantee** and to claim the amount from the Bank. The Bank shall be obliged to make payment to the NMPA upon mere demand without any demur.

The Successful Bidder shall not be permitted to sign the Agreement without submitting the Performance Security.

- a) Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week for each week or part thereof on delayed submission of Performance Security.
- b) Penalty @ 0.25% on the value of Performance Security + GST shall be levied per week for each week or part thereof for non-renewal of BG before completion of 12 months. If the BG is not renewed within 75 days after completion of 12 months, action would be initiated for encashment of BG.
- c) Failure of the successful bidder to comply with the requirements shall constitute sufficient grounds for cancellation of the award of work.
- d) Performance Security shall be released after satisfactory completion of contract period.

#### **6) Compliance with statutory requirements:**

1. The contractor 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 contractor as per the Labour laws/guidelines.
  - (c) Contractor must produce duly signed copies of all relevant documents like Crew/shore staff wages, EPF, ESI etc to NMPA 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 NMPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the NMPA 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 NMPA is required or called upon to pay or reimburse on behalf of the Contractor.
3. The crew should be with proper certificates, documents & other documents applicable to seafarers with valid CDC, Passport, SID etc. The contractor to submit the copies of such certificates to NMPA 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, Insurance for the employee other than crew if deployed at NMPA along with the monthly bill.

#### **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 NMPA 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. NMPA 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 NMPA'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 NMPA except as regards employment, agency or other arrangements. In case NMPA 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. NMPA 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 NMPA.
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 NMPA. The **office space** if required subject to availability will be provided to them and charges will be levied for the same as per prevailing NMPA **scale of rates**.
7. In case any damage is caused to the shore charging cable by the contractor, the same shall be replaced by the contractor at his own expense. In case NMPA incurs expenditure due to non-replacement of the charging cable damaged by the contractor, the equivalent amount along with penalty shall be deducted from the bill of the contractor. Non availability of tugs caused from such damages to the shore charging cable by the contractor, will attract penalty on the daily charter rate as indicated in the tender document
8. The contractor shall provide/supply of Lube oil.

### **8) Facilities provided by the port**

1. NMPA shall provide **AC shore power free of cost** as declared in **Section-4 (u)** to the contractor for charging the on-board batteries.
2. NMPA shall provide **LSHFHSD fuel oil** (Low Sulphur High Flashpoint High Speed Diesel) **free of cost** as declared in **Section-4 (u)** to the contractor for the operation of the diesel generator of the Tug.
3. NMPA 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. The necessary shore charging infrastructure shall be provided **free of cost** as per provisions of **Section-4 (h)**. However, if the shore infrastructure is damaged due to operation by the contractor, the same shall be repaired/ replaced by the contractor at his own expense. In case of non-compliance of such repairs/ replacement, the same shall be rectified by NMPA and equivalent amount along with penalty shall be deducted from the bills of the contractor.
5. Contractor should exercise diligence in consumption of fuel / power/ water provided free of cost by NMPA.

### **9) Assignment and subletting**

The Contractor shall **not sub-let** the contract or any part thereof without the written permission of the NMPA nor assign the right and interest in these presents nor assume a fresh partner or partners nor dissolve the partnership at present existing between him in reference to this contract without the written permission of the NMPA 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.

### **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** tug in **Indian Currency** only in the format given as Each **Bill of Quantities (BoQ)** of the Bid Document. The Charter rate given in other currencies and in any other format by any Bidder shall be termed as non-responsive as per clause 6.2.(b) and the offer will be rejected. The day means **24 hrs** of duration commencing from **0600 hrs to 0600hrs** of the following day.

#### **b) Chartered amount**

1. The daily hire rate amount submitted by the Bidder in BOQ shall be gross rate **excluding GST** after taking into consideration of **Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys etc. and the ropes and tools for the shipping and other operations.** The Bidder as the owner of the Tug shall bear all the costs of running the Tug for operation at NMPA.
2. NMPA 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 contractor **free of cost** for the operation of the Tug on pre declared terms as provided in **Section-4.**
3. NMPA 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 contractor'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 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 shall not be required to pay the port related charges like berth hire, port dues etc during ON HIRE period. During the break down period which exceeds the available down time, except berth hire & port charges, power and fuel cost would be charged on the tug up to **5 days**. After **5 days** all applicable charges will be levied as per prevailing NMPA's scale of Rates.
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 contractor's cost in the presence of NMPA'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 NMPA.
2. The GST will be reimbursed by NMPA only on reflection of GST Paid by contractor in NMPA'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. NMPA 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 NMPA reserves the right to hold on the payment.
3. NMPA shall deduct the Taxes & Levies including Income Tax at source as per the Law applicable.

### **12) Period of contract.**

Period of Contract is **15 years**. Extension if any at sole discretion of NMPA at same terms and conditions subject to satisfactory performance.

### **13) Payment terms**

1. NMPA shall make monthly payment for the Tug at the Charter hire rate per day quoted as per Bill of Quantities (BOQ) in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement.
2. Hire Rate of Tug per month = (Daily Charter hire Rate per day as per 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 NMPA 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 7 days from the end of the calendar month, along with daily deck and engine logbook of the tug, crew wages, payment details, Crew list etc. Payment shall be made within 15 days from the date of submission of invoice in all respects to Deputy Conservator subject to compliance of all term's conditions. NMPA will ensure to make the payment within the stipulated time. In case of any need for any clarification, NMPA 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. NMPA may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

**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.



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 NMPA, on reflection of ITC in NMPA's GST portal.

#### **14) Income tax deduction**

1. The deduction of taxes at source if any shall be made by the NMPA 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 Insurance of the vessel including the staff to be deployed for the Port operation shall be arranged by the contractor. The contractor shall obtain Insurance coverage from **IRDA** approved Insurance company. The contractor is required to take the following policies/ coverage:

(1)	All marine <b>Hull &amp; Machineries (H &amp; M)</b> policies are governed by Institute Time Clause (Hull) in short <b>ITC Clause</b> . Therefore Hull & Machinery Insurance policy shall be taken by the contractor with <b>"ITC Hull Clause" with Earthquake, War, SRCC extension</b> .								
(2)	<b>Protection &amp; Indemnity</b> policy cover to be taken by the contractor which covers:								
	<table> <tr> <td>a</td><td><b>Crew Liability</b> towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical&amp; Funeral Expenses as well as repatriation cost.</td></tr> <tr> <td>b</td><td><b>Third Party liability</b> towards death / bodily injury as well as property damage.</td></tr> <tr> <td>c</td><td><b>Wreck Removal</b></td></tr> <tr> <td>d</td><td><b>Accidental Pollution Liabilities.</b></td></tr> </table>	a	<b>Crew Liability</b> towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.	b	<b>Third Party liability</b> towards death / bodily injury as well as property damage.	c	<b>Wreck Removal</b>	d	<b>Accidental Pollution Liabilities.</b>
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b	<b>Third Party liability</b> towards death / bodily injury as well as property damage.								
c	<b>Wreck Removal</b>								
d	<b>Accidental Pollution Liabilities.</b>								
(3)	<b>Standard Workmen's compensation policy</b> covering all the employees of the operator on shore because Masters & Crew members are covered under P&I.								
(4)	CGL coverage towards third party death, bodily injury as well as damage to third party property is already covered under P&I Policy. However, if the port provide office inside wharf area / anywhere within confines of the port, then CGL Policy needs to be taken by the contractor covering TP Liability (accidental injury/ death & Property Damage).								

During the entire contract period, the Insurance should be valid failing which the vessel will be off hired (non-availability of tug) and penalty will be levied as per **Clause No. 6 of Section 5**, in addition to non-payment of hire charges. At least **2 months** before the expiry of Insurance Policy, the firm shall take action for renewal of Insurance Policy, intimating the Port and the copy of renewed Policy should be submitted before the expiry of validity of Insurance Policy.

## **16) Downtime and allowed maintenance period**

The contractor shall be eligible for 48 hours (i.e. 2 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 contractor shall be allowed to carry over maximum 6 days of unutilized downtime to subsequent year i.e., in a year carry forward will be allowed for only 6 days and in any year contractor will get maximum 30 days as a permissible downtime and regardless of downtime whether utilized or not, only up to 30 days of downtime can be accumulated. The excess days will lapse automatically.

## **17) Lien**

NMPA 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 NMPA 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 NMPA and the Contractor.

## **18) Indemnity**

1. Contract shall indemnify NMPA and every member, worker and employee of NMPA 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 NMPA 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 NMPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.
3. No official or employee of NMPA 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 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 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 NMPA 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. NMPA 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 NMPA.
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 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 trail or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.
8. In case, the Contract is terminated for any of the above reasons, the NMPA shall forfeit the **Performance Security** submitted by the contractor.

## **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 NMPA after carrying out the trials and tests by third party (**IRS or any other classification society as approved and notified by SSC-GTTP**) at NMPA and it is found that the tug is not in position for subsequent deployment at NMPA, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Security will be forfeited.

## **23) Foreclosure**

NMPA 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 short falls etc. NMPA 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 **Mangalore** 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 NMPA 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 NMPA) 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 contractor 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-III** Dated 10.04.2012. The tug will be predominantly operating in harbour waters only. However, it will be the responsibility of the contractor 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 1958**.
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 NMPA and produce the originals for verification as required also when crew change, their COC should be submitted to NMPA.
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 contractor is required to operate the tug in accordance with the **class requirements** and **Merchant Shipping Act**. The tug is required to be manned under **Merchant Shipping Act**, as per MS Act guidelines issued by DG (Shipping) for always performing coastal voyages while on contract with NMPA. Only **Indian Nationals** will be allowed to work in the tug. The Bidder shall refer to the Merchant Shipping Act for more information, if required. At all times sufficient rest hours to be prescribed to all crew members for the safe operations of tug as per the statutory provisions.
8. The Contractor is always required to man the tug for coastal voyages including nearby/neighbouring ports with valid crew certificate **COC/CDC/SID/PASSPORT** and **GOC** for radio Officer as per **MS Act**.
9. The contractor shall provide adequate manpower as per MS act & Manning for always performing the coastal voyage during the currency of contract.
10. 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 NMPA and produce the originals for verification as required.
11. The contractor shall make **repatriation** for crew members from/ to their hometown during Sign on/ off as the case may be.
12. The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at NMPA 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.
13. 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, NMPA has the right to pay such claims and recover from the monthly tax invoice.
14. 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.
15. The contractor should comply all rules and regulations as per **state/central/labour act** as on date.

### **28) Change of crew**

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

### **29) Maintenance of Class**

The contractor 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. NMPA should be informed accordingly prior change of Class. The contractor 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 contractor'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 **₹100/-** as per NMPA format for the due and proper fulfilment of contract within **28 days** from the date of issue of **Work Order**. Pending preparation and execution of the contract **Agreement** as above, the tender submitted by the Contractor together with **Work Order** shall constitute a binding contract between the NMPA and the Contractor.

The **successful 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. No crew members should leave the craft without permission of NMPA.

### **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 contractor shall not be entitled for maintenance period other than the Allowed Maintenance period of **24 hours**. In case of non-availability of the offered tug due to **Breakdown/repair** and in such a case the **Penalty Clause** and/or Termination Clause shall be applicable.

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, BP, 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 NMPA officials, the cost of the same shall be recovered from the contractor as deemed fit by NMPA. In case of serious cases, severe action shall be taken against those indulging in such activities.

### **33) Cost Escalation**

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

### **34) Training**

1. The crew needs to attend training and in drills conducted by NMPA 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 contractor should impact periodical training to all crew and shore personnel and the training records may be submitted upon request from **NMPA**, if required.

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

### **35) Veracity verification**

1. NMPA 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 NMPA 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, NMPA may not be in position to consider the respective bidder for further evaluation process. NMPA's discretion will be final in this regard.

## Section 7

### Checklist of forms to be submitted by the bidder:

S. No.	Form No.	Description of Form	Submitted (Yes/No)
1	<b>FORM-I</b>	TENDER FORM	
2	<b>FORM-II</b>	BID SECURITY DECLARATION	
3	<b>FORM-III</b>	INTEGRITY PACT	
4	<b>FORM-IV</b>	PROFILE OF THE BIDDER	
5.	<b>FORM-V</b>	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)	
6	<b>FORM-VI</b>	ANNUAL TURN OVER	
7	<b>FORM-VII</b>	POWER OF ATTORNEY	
8	<b>FORM-VIII</b>	FORMAT OF PERFORMANCE GUARANTEE	
9	<b>FORM – XI</b>	EVIDENCE TOWARDS SITE VISIT	
10	<b>FORM- XII</b>	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT (if applicable)	
11	<b>FORM - XIII</b>	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM (if applicable)	
12	<b>FORM - XIV</b>	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS (if applicable)	
13	<b>FORM – XV</b>	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING	
14	<b>FORM – XVI</b>	FORMAT FOR INFORMATION REGARDING LITIGATION	



15	<b>FORM – XVII</b>	DECLARATION BY BIDDER	
16	<b>FORM – XVIII</b>	GTTP COMPLIANCE DECLARATION	
17	<b>FORM – XXIII</b>	UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION	

## **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,  
New Mangalore Port Authority,  
Panambur, Mangalore -575010

Sir/Madam,

**Sub: Tender for “CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY” – Reg.**

Reference: NIT No: **NMPA/ME/ TUG/GTTP-ASTDS/2025/09** dated 26-06-2025

- 1) I/We, (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for to NMPA.
- 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 NMPA any additional information it may find necessary or require supplementing or authenticate the Tender.
- 4) I/We acknowledge the right of NMPA 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 NMPA thereon.
  - b) I/We hereby certify that we have taken steps to ensure that no person acting for us or on our behalf will engage in any corrupt, fraudulent or coercive practices to influence to influence.
- 7) I/We understand that NMPA 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 NMPA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by NMPA 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 Bid Security Declaration 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,  
New Mangalore Port Authority,  
Panambur, Mangalore -575010

Sir/Madam,

**Sub: Tender for “CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY” – Reg.**

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

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

- a) have withdrawn/modified/amended, 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 Integrity Pact agreement shall be executed in Rs 100/- non judicial stamp paper and shall be enclosed along with original financial instrument and reach NMPA corresponding address before opening technical bid as per date and time given in the Tender.)

#### **GENERAL**

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

#### **BETWEEN**

NMPA, represented by the Chairperson, NMPA 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 ..... (Name of the Contract). 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 NMPA / Chief Vigilance Officer of NMPA 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 any of the officers of the PRINCIPAL/ EMPLOYER, or alternatively, if any relative of an officer of the PRINCIPAL/EMPLOYER has financial interest / stake in the Bidder / Contractor's firm, the same shall be disclosed by the BIDDER / CONTRACTOR at the time of filing of tender. The term 'relative' for this purpose would be as defined in Section 6 of the Companies Act 1956.

(xv) The BIDDER / CONTRACTOR shall not lend to or borrow any money from or enter 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 bank guarantee and performance bond / warranty bond, if furnished by the BIDDER / CONTRACTOR, to recover the payments, already made by the PRINCIPAL/ EMPLOYER, along with interest.
- (vi) To cancel all or any other Contracts with the BIDDER / CONTRACTOR. The BIDDER / CONTRACTOR shall be liable to pay compensation for any loss or damage to the PRINCIPAL/EMPLOYER resulting from such cancellation/ rescission and the PRINCIPAL/EMPLOYER shall be entitled to deduct the amount so payable from the money(s) due to the BIDDER / CONTRACTOR.
- (vii) To debar the BIDDER / CONTRACTOR from participating in future bidding processes of the principal for a minimum period of five years, which may be further extended at the discretion of the PRINCIPAL/EMPLOYER.
- (viii) To recover all sums paid in violation of this Pact by BIDDER/CONTRACTOR(s) to any middleman or agent or broker with a view to securing the contract.
- (ix) In cases where irrecoverable Letters of Credit have been received in respect of any contract signed by the PRINCIPAL/EMPLOYER with the BIDDER / CONTRACTOR, the same shall not be opened.
- (x) Forfeiture of Performance Bond in case of a decision by the PRINCIPAL/EMPLOYER to forfeit the same without assigning any reason for imposing sanction for violation of this pact.
- (xi) The BIDDER / CONTRACTOR accepts and undertakes to respect and uphold the PRINCIPAL/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)

## **Address of IEMs**

Dr. Subhash Chandra Khuntia, IAS (Retd.) 16-C, MCHS Colony, HSR Layout (Sector 6), Bangalore-560102 Mob. No. 9868247979 E-mail: skhuntia@hotmail.com	Ms. Sunita Puri, IRS (Retd.) H. No. 2095, Sector 15C, Chandigarh -160015 Mob. No. 9872099717 E-mail: sunita.puri15@gmail.com
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(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 NMPA.

(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 unrestricted and unconditional access to his project documentation. The same is applicable to Subcontractors. The Monitor shall be under contractual obligation to treat the information and documents of the BIDDER / CONTRACTOR 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 NMPA 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 NMPA, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, Government of India.

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

#### **Facilitation of Investigation**

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

#### **Other Provisions**

Changes and supplements as well as termination notices need to be made in writing. 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 Mangalore 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 and extend up to 5 years or 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 NMPA.

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 BIDDER / CONTRACTOR represented by  
represented by the Chairperson, NMPA**

Name of the Officer

Name of the Official

Designation

Designation

Witness 1

Witness 1

Name

Name

Adress

Adress

**Witness 2**

Name

Adress

Place

Date

**Witness 2**

Name

Adress

Place

Date

**Form-IV: Profile of the bidder**

<b>General Information</b>	
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	
<b>RTGS / NEFT Details</b>	
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]  
Person

Seal & Signature of Authorized

Name:

Designation:

Date:

Name of Firm:

Place:

Address:

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

**Form-V: Work executed during last 07 years**

**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 need 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**

#### **Firm's Financial Data: Turnover of the firm**

<b>Sl. No.</b>	<b>Particulars</b>	<b>Turnover in INR**</b>
1	FY 2023 – 2024	
2	FY 2022 – 2023	
3	FY 2021 – 2022	
	<b>Average of 03 years</b>	

#### **\*\*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 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.

**DATE:**

**BIDDER'S SIGNATURE WITH STAMP**



### **Form-VII: Proforma of Power of Attorney**

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

Know all men by these presents, we ..... (Name of firm with address of the registered office) ..... do hereby constitute, appoint and authorize Mr./Ms. .... (Name and residential address ..... who is presently employed with us and holding the position of ..... as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to for **“CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY”** including signing and submission of all documents and providing information/responses to Deputy Conservator (Authorized Officer of the Issuing Authority)/, NMPA (Issuing Authority) representing us in all matters, dealing with NMPA 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 \_\_\_\_\_ 20XX

.....

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: Format for Performance Security (Bank Guarantee)**

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

**“Note: The value of performance guarantee shall be as per the Rule 171(i) of General Financial Rules, 2017 as amended by Department of Expenditure, Ministry of Finance from time to time.”**

From: \_\_\_\_\_

Name and Address of the Bank \_\_\_\_\_

To,

The FA & CAO,  
Finance Department,  
New Mangalore Port Authority,  
Panambur, Mangalore -575010

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 Members of New Mangalore Port Authority having its office at Panambur, Mangalore -575010, Karnataka 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 **“Chartering of Green Tug (Green Tug Transition Programme Compliant) - Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority”**, (hereinafter called to as “the Contract”) and the NMPA has issued Letter of Award for the Award of Contract to the Successful bidder.

WHEREAS NMPA has sought an unconditional and irrevocable Bank Guarantee for an amount of Rs. .... (Rupees ..... only) by way of Security for execution of the Contract Agreement for the Contract within a period 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 Successful bidder shall execute the Contract Agreement before \_\_\_\_\_ (date) and shall perform the contract of for **“Chartering of Green Tug (Green Tug Transition Programme Compliant) -Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority”** in accordance with the bid documents.

b) We, the Guarantor, shall without demur, pay to the NMPA an amount not exceeding Rs. .... (Rupees.....)

.....only) within five (5) days of receipt of a written demand thereof from the NMPA 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) This Guarantee shall be valid and shall remain in force for a period of 12 (twelve) months and have a claim period of (3) month i.e., up to and inclusive of \_\_\_\_\_(date).

e) In order to give effect to this Guarantee, NMPA 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 NMPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the NMPA against the Contractor or forbear 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 NMPA or any indulgence by the NMPA 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 Mangalore shall have exclusive jurisdiction in respect of claims, if any, under this guarantee.

Notwithstanding anything to the contrary contained in any law for the time being in force or banking practice, this guarantee shall not be assignable or transferable by the beneficiary. Notice or invocation by any person such as assignee, transferee or agent of beneficiary shall not be attained by the Bank. Any invocation of guarantee can be made only by the beneficiary directly.

i) Notwithstanding anything contained herein:

- a) Our liability under this Bank Guarantee shall not exceed Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ only);
- b) This Bank Guarantee shall be valid up to \_\_\_\_\_; and
- c) We are liable to pay the guarantee amount or any part thereof under this bank guarantee only and only if you serve upon us a written claim or demand on or before \_\_\_\_\_ (date of expiry of guarantee).
- d) This Guarantee is encashable at **Mangalore** (Name of the Branch and address to be given).

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

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

Bank's Seal:

Authorization No:

**Witness:**

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

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

### **Form-IX: Consent of Acceptance**

**Sub: Tender for “Chartering of Green Tug (Green Tug Transition Programme Compliant) -Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority” – Reg.**

To

The Deputy Conservator,  
Marine Department,  
New Mangalore Port Authority,  
Panambur, Mangalore -575010

This has reference to the Proposal being submitted by us in respect of the Contract for “Chartering of Green Tug (Green Tug Transition Programme Compliant) -Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority” in response to the tender document issued by NMPA.

We hereby confirm the following:

1. We -----(name of firm furnishing the **Consent 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 NMPA
- All subsequent communications between NMPA 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 Agreement**

It is this \_\_\_\_\_ day of \_\_\_\_\_ Two Thousand \_\_\_\_\_ mutually agreed between the Board of NMPA, 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 NMPA have under a Charter party entered into an agreement with M/s..... for **“Chartering of Green Tug (Green Tug Transition Programme Compliant) -Manning, operation, maintenance and complete technical management of service provider owned/ long chartered 01 No. 60T new battery electric tug for 15 years at New Mangalore Port Authority”** by NMPA (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) Work Order
  - l) Performance Security/Bank Guarantee

Other conditions agreed and documented through various correspondence dated \_\_\_\_\_

3. The contractor let and NMPA (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 NMPA 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 prorated basis at the end of each calendar month, within thirty days after submission of bill by the contractors and in accordance with of general conditions of contract, commencing in accordance with 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 **Mangalore**.
  8. This agreement, together with the schedule hereto constitutes and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels and all prior understandings or agreement, verbal or otherwise in relation thereto, which may exist between the parties evidenced in or writing or signed by the parties hereto subsequent to the date of execution of this agreement shall be considered a part of this agreement if so desired by the parties hereto.

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

**For M/s.** \_\_\_\_\_

**For NMPA**

(Contractor)

(Charterer)

**WITNESS**

**WITNESS**

Name:

Name:

Designation

Designation

**Signature**

**Signature**

**Form-XI: Evidence towards site visit**

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 NMPA representative Shri \_\_\_\_\_,(Designation) \_\_\_\_\_for the work of “\_\_\_\_\_” at \_\_\_\_\_” and inspected the site and other issues related to tender to my satisfaction.

<b>Seal, Name and Signature of the bidder</b>	<b>Name, designation and signature of representative who assisted bidder during site visit.</b>	<b>Seal, name and signature of Official</b>

## **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 .....2025 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 NMPA Port.

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

#### 1.1.

(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 in.....  
i..... (Details of the works undertaken by the party)

(iii) .....

1.2. On behalf of Board of Authority of NMPA Port (hereinafter referred to as –Employer), the Chief Mechanical Engineer, NMPA Port Authority has invited bids from the experienced, resourceful and Bonafide Developers with proven technical and financial capabilities of executing the work\_\_\_\_\_.

1.3. 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 NMPA 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

1.4 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.

1.5. 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.

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



1.7. 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.

1.8. 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.

1.9. 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.

1.10. 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.

1.11. 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) .....

1.12. 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) .....

.....

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

1.14. 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.

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

1.16. 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.

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

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

1.19. 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.

1.20. 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.

1.21. 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.

1.22. 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 NMPA Port AUTHORITY shall be through that account only.

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.....**2025**.

(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/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,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Declaration for non-blacklisting

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

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

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: Format for information regarding Litigation**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_

\_\_\_\_\_

Sub: Declaration for Litigation

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

Name of Tender / Work: -

\_\_\_\_\_

\_\_\_\_\_

Dear Sir,

We hereby confirm and declare that we, M/s -----, do not have any litigation / Arbitration History with any Government department/Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

## **Form-XVII: Declaration by Bidder**

(To be given in bidder letter head)

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Declaration by bidder

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

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

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/Recognised Classification Society.

Yours faithfully,

(Signature of the bidder, with official seal)

**Form XVII (Annexure- A)**

**Port Specific Requirement**

<b>Sl. No.</b>	<b>Specification</b>	<b>Requirement</b>
1	Operating Profile	As mentioned in the NIT details
2	Vessel registration	River Sea Vessel
3	External Fi-Fi	No
4	AFT Towing Winch	Yes
5	Deck Crane in addition to rescue boat davit	Yes
6	Oil spill response (Dispersant arm & containment boom)	Yes



## **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. Generator Capacity:**

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. Energy Storage Capacity:

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. Guideline Specification:

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

4. Declaration:

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. Generator Capacity:

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 onboard	_____ Nos	≥2
----	--	-----------	----

f)	Total Generator capacity installed onboard	_____ kW	
----	--	----------	--

g)	Generator Size acceptable (f > d)	Yes	No
----	-----------------------------------	-----	----

2. Energy Storage Capacity:

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 onboard	_____ kWhr	
----	--	------------	--

h)	Number of battery banks installed onboard	_____ 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. Guideline Specification:

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,

\_\_\_\_\_  
\_\_\_\_\_

Sub: **Undertaking from Shipyard**

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

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

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

1. The total work, including procurement, construction, deployment, and readiness for operation, would be completed within **24 months** from the date of 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 three years ending **31st March** of previous 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,

\_\_\_\_\_  
\_\_\_\_\_

Sub: **Declaration for Undertaking from ESS Supplier**

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

Name of Tender / Work: -

\_\_\_\_\_

We, M/s. \_\_\_\_\_, hereby confirm and declare that the Energy Storage System for Tug Yard No: ~~xxxxxxxxxxxxxx~~ 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: \_\_\_\_\_

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir/Madam,

We, M/s. \_\_\_\_\_, hereby confirm and declare that the electrical systems for Tug Yard No: **xxxxxxxxxxxxxx** 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 onboard Diesel Generators.

**Hybrid Mode:**

In this Mode, Vessel will be operated with the help of battery & onboard 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:

- I. Battery Mode
- II. Hybrid Mode
- III. Fifi Mode

**Fifi Mode: (Only if Fifi is fitted)**

In this mode, the vessel will be operated in Hybrid condition, whereas only one onboard 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 upon selection**

(To be given on Company Letter Head)

Date:

To,

\_\_\_\_\_  
\_\_\_\_\_

Sub: Declaration for Undertaking from Bidder

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

Name of Tender / Work: -

\_\_\_\_\_  
\_\_\_\_\_

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)**

<b>S. No.</b>	<b>Form No.</b>	<b>Description of Form</b>
1.	<b>FORM-I</b>	TENDER FORM
2.	<b>FORM-II</b>	BID SECURITY DECLARATION
3.	<b>FORM-III</b>	INTEGRITY PACT
4.	<b>FORM-IV</b>	PROFILE OF THE BIDDER
5.	<b>FORM-V</b>	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)
6.	<b>FORM-VI</b>	ANNUAL TURN OVER
7.	<b>FORM-VII</b>	POWER OF ATTORNEY
8.	<b>FORM – XI</b>	EVIDENCE TOWARDS SITE VISIT
9.	<b>FORM- XII</b>	FORMAT FOR JOINT VENTURE/ CONSORTIUM AGREEMENT (IF APPLICABLE)
10.	<b>FORM - XIII</b>	FORMAT FOR POWER OF ATTORNEY TO LEAD MEMBER OF JV / CONSORTIUM (IF APPLICABLE)
11.	<b>FORM - XIV</b>	FORMAT FOR DETAILS OF JV/CONSORTIUM MEMBERS (IF APPLICABLE)
12.	<b>FORM – XV</b>	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING
13.	<b>FORM – XVI</b>	FORMAT FOR INFORMATION REGARDING LITIGATION
14.	<b>FORM – XVII</b>	DECLARATION BY BIDDER
15.	<b>FORM XVIII</b>	– GTTP COMPLIANCE DECLARATION
16.	<b>FORM XXIII</b>	– UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION

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

## Section 8

### Schedule-I Price Bid

Validate	Print	Help	<u>Item Rate BoQ</u>			
Tender Inviting Authority: <b>Deputy Conservator, Marine Dept., New Mangalore Port Authority</b>						
Name of Work: <b>CHARTERING OF GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT) -MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT OF SERVICE PROVIDER OWNED/ LONG CHARTERED 01 NO. 60T NEW BATTERY ELECTRIC TUG FOR 15 YEARS AT NEW MANGALORE PORT AUTHORITY</b>						
Contract No: <b>NMPA/ME/TUG/GTTP-ASTDS/2025/09</b> dated <b>26-06-2025</b> e-tender No. <b>2025_NMPT_866130_1</b>						
Name of the Bidder/ Bidding Firm / Company :						
<b>PRICE SCHEDULE</b>						
(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevent columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only )						
NUMBER #	TEXT #	NUMBE R #	TEXT #	NUMBER #	NUMBER #	TEXT #
Sl. No.	Item Description	Quantity	Units	RATE per Day In <b>Figures</b> To be entered by the <b>Bidder</b> in <b>Rs. P</b>	<b>TOTAL AMOUNT</b> Without Taxes in <b>Rs. P</b>	<b>TOTAL AMOUNT</b> In Words
1	2	4	5	13	53	55
1	HIRE CHARGES					
1.01	CHARTER HIRE RATE PER DAY (24 hours) BASIC RATE EXCLUDING GST	1.000	Day		0.00	INR Zero Only
Total in Figures					0.00	INR Zero Only
Quoted Rate in Words		INR Zero Only				

**Schedule-II General Specifications of Green Tug  
Transition Programme (GTTP) Phase-I as published by  
IPA on 29.10.2024**