



MARINE DEPARTMENT

E-TenderNo.MD/Green Tug Transition/2025 dated 24/10/2025

TENDER DOCUMENT FOR

“CHARTERING / HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY”

Estimated Amount	₹378,59,89,000 /- Excluding GST
E.M. D	₹50,44,300/-
TENDER FEE	₹11,800/-

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Section 1

1) E-Tender Timelines

TenderNo.MD/Green Tug Transition/2025 dated 24/10/2025

NAME OF WORK:

“CHARTERING / HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY”

E- TENDER TIMELINES

1	TENDER No.	MD/Green Tug Transition/2025 dated 24/10/2025	
2	MODE OF TENDER	e-Tender System (Online – Two Cover System)through www.tenderwizard.com/CPT	
3	e-TenderNo.	MD/Green Tug Transition/2025	
4	Estimated cost	₹378,59,89,000/- Excluding GST	
5	Earnest Money Deposit as per Clause No.2.6(a) of ITB	₹50,44,300/-	
6	Date of NIT available to parties to Download www.tenderwizard.com/CPT www.cochinport.gov.in www.eprocure.gov.in/cppp .	24/10/2025	At 1800hrs
7	Date of Starting of online Pre-bid queries	24/10/2025	At 1800 hrs
8	Date of Closing of online Pre-bid queries	18/11 /2025	At 1500 hrs
9	Pre-bid meeting (@ Deputy Conservator chamber)	19/11/2025	At 1100 hrs
10	Date of Starting of e-Tender for submission Bid online at www.tenderwizard.com/CPT	24/10/2025	At 1800 hrs
11	Date of closing of e-Tender for Submission of Bid.	21/01/2026	At 1700 hrs

Cochin Port Authority,
E Tender no- MD/Green Tug Transition/2025

12	Date & Time of opening of Technical Bid.	22/01/2026	At 1500 hrs
13	Work Contract period	15 years from the date of Commencement of work.	
14	Validity of Tender	180 days from the date of opening of the Technical Bid.	

Note: Amendments to the tender (if any) will be issued only through website E-tendering portal www.tenderwizard.com/CPT
CoPA website www.cochinport.gov.in
Central Public Procurement Portal www.eprocure.gov.in/cppp.

**Deputy Conservator
Cochin Port Authority**

2) NOTICE INVITING ONLINE TENDER

**COCHIN PORT AUTHORITY
MARINE DEPARTMENT**

E-Tenders are invited by **COCHIN PORT AUTHORITY** as per the details given in the table below:

Name of Work	Cost of tender document (INR)	Estimated cost (INR)	EMD (INR)	Tender download date from	Last date and time of submission of Bid	Date and time of opening of Bid
CHARTERING/ HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY	11800	Rs. 378,59,89,000 Excluding GST	Rs. 50,44,300	24/10/25	17.00 hrs. on 21/01/26	15.00 hrs. On 22/01/26

Detailed tender notice along with complete tender documents can be downloaded from website:

Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.

Corrigendum, if any, will be placed on website only.

Deputy Conservator

3) NIT DETAILS

Department	MARINE DEPARTMENT
Tender Notice No.	TenderNo.MD/Green Tug Transition /2025 dated 24/10/2025
Name of Work	CHARTERING / HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY
Total estimated cost	₹378,59,89,000 /- Excluding GST for 15 years.
Annual Estimate cost put to tender	₹25,22,15,000/- Excluding GST
Period of chartering	15 years from the date of commencement of contract.
SPECIFICATION OF GREEN TUG	The newly built Green Tug(s) to be charter hire shall be as per standard operating procedure (SOP) for approved standard tug designs and specifications – Green Tug Transition Programme (ASTDS-GTTP) in accordance with Office Memorandum (OM) dated 22.08.2024 issued by MoPSW. The (ASTDS-GTTP) compliance tugs shall be ready to delivery for Marine Operation in all respect within 24 months from the date of issuance of Letter of Acceptance (LOA). (The detailed technical specifications of approved (ASTDS- GTTP) 60 Ton Bollard pull capacity tug is attached). The offered Tug(s) has to comply with the same.
Age of the Tug	To be newly built Battery Electric Green Tug as per technical Specifications of 60 Ton BP Capacity GREEN TUG (GREEN TUG TRANSITION PROGRAMME COMPLIANT-GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
Bollard Pull	The vessel shall have a static ahead bollard pull of 60 Ton at 100% RPM of thruster during the Bollard Pull test.
L.O.A.	Approx. 33.0 m / As per Green Tug Transition Programme Compliant (GTTP) as specified in the technical specification of 60 Ton Bollard Pull tug.
Breadth (moulded)	Approx.12.0 m / As per Green Tug Transition Programme Compliant (GTTP) as specified in the technical specification of 60 Ton Bollard Pull tug
Draft (max)	Approx. 5.4 m / As per Green Tug Transition Programme Compliant (GTTP) as specified in the technical specification of 60 Ton Bollard Pull tug.

Speed	The vessel shall achieve a speed of approx.12 knots at design draught with a clean hull at 100% RPM of the thruster in calm water and calm weather.
Shore Power for charging	Please refer refer clause h of section 4
Battery capacity	Suitable/adequate capacity of batteries, to meet the operating profile of Cochin Port as specified above at operating Profile requirement of the Port to achieve 60 Ton BP.
Registration	Tugs has to be registered and manned as per MS Act / RSV type4 / Indian Coastal Vessel as per technical specifications in Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website
Classification	Indian Register of Shipping / IACS members approved by DGS per technical specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website.
Fuel	CoPA supply
Fresh Water	CoPA supply
Shore Electricity Power	CoPA supply
Towing Arrangement	<ul style="list-style-type: none"> i) Quick release Tow hook with adequate strength and suitably fendered so as to enable the tugs to push/ pull as required. ii) Towing winch of suitable capacity. iii) Towing rope: 1 no. of minimum 110 m long tested & certified poly- propylene ropes on the drum and additional spare of 2 nos. of 110 m long tested polypropylene ropes of adequate strength for towing purposes at all times
External Fire Fighting System	<p>As per the Technical specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024</p> <p>The details are provided in Main Group 8 – Ship Common System</p> <p>Para -816- External Fire Fighting System shall be provided</p>
Oil Spill Response Equipment	<p>As per the Technical specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.</p> <p>The details are provided in Main Group 4 – Ship Equipment</p> <p>Para 48- Oil Spill Response Equipment shall be provided</p>
Bidding Type	Open
Bid Call (Nos.)	One
Tender Currency Type	Single
Tender Currency Settings	INR

Operational Profile:

Standby - 9%

Steaming (max speed)- 4.5%

Transit Low< 6 knots - 9%

Transit High> 6 Knots- 13.5%

High Bollard Pull > 90%- 5.4%

Medium Bollard Pull (50-90%)-45.10%

Low Bollard Pull < 50%-13.5%

Total operation Duration per cycle- 120 mins

Number of cycles per day – 4 Nos

Shore Power for charging –**Please refer clause h of section 4**

Specific operational Tasking Required by CoPA:

- River Sea vessels / Indian Coastal Vessel.
- External Fi-Fi
- AFT Towing Winch and Hook:
- Deck Crane in addition to rescue boat davit crane
- Oil Spill Response Equipment (Dispersant arm and containment boom)

Propulsion System:

- General Specifications of Green Tug Transition Programme (GTTP) Phase-I promulgated by the Indian Ports Association on its website on 29.10.2024.
- Additional Port Requirements **please refer clause No. 37 Section 6.**

Generator Set for Main Electric Power:

- As per General Specifications of Green Tug Transition Programme (GTTP) Phase – I Promulgated by the Indian Ports Association on its website on 29.10.2024.

- Total generating capacity equal to average power demand over one complete operation as per the operating profile of the port to allow sufficient capability to perform continuous operations of the cycle.
- Total generating capacity shall cater for at least **10 knots** speed of the Tug.

• Generator shall be capable of driving External Fi-Fi pump if available through shaft and sufficient power for manoeuvring during fire fighting operations.

Number of Generators with capacity:

At least 02 Nos. of adequate capacity of Generator sets to meet the tender requirement.

Minimum Qualification Criteria of the bidders (MQC):

1. FINANCIAL STANDING

Average Annual Financial Turnover during the last three years ending **31st March 2024**, should be at least **₹7,56,64,500/-** excluding GST, Certified by Chartered Accountant on their letter head along with UDIN No.

(Amount 30% of the annual estimated cost)

The bidder shall have a net positive worth and the cut off date for bidders having a net positive worth is on or before the bid submission date (certified by chartered accountant with UDIN NO)

2. EXPERIENCE IN TERMS OF:

The Bidder shall possess experience of having successfully completed similar works during the last **7 (Seven) years** ending the last day of the month before one in which applications are invited should be either of the following:

One similar completed work costing not less than (OR)	₹20,17,72,000/- Excluding GST
Two similar completed works each costing not less than(OR)	₹12,61,07,500/- Excluding GST
Three similar completed works each costing not less than	₹10,08,86,000/- Excluding GST

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

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

Construction of crafts/ Ownership of crafts:

However, in case the bidder has experience in **Construction of Crafts / Ownership of Crafts** and does not have essential experience in Operations & Management Services directly to the port, then the bidder needs to execute a valid agreement for the full tender period of 15 years with a competent Operations & Management firm for providing end to end operational services to the port.

The Competent Operations & Management firm must have a Minimum 3 years of experience in Full Operations & Management/ Technical Management of crafts, including manning/ Chartering/ Hiring of crafts. (The copy of agreement with the Competent Operations & Management Partner is to be submitted during the bid submission).

Satisfactory Performance:

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 7(SEVEN) years from the client.

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

Note (To be submitted during the bid submission):

1. Copies of the Work order/Letter of Acceptance/Agreement and its relevant Completion Certificates/ performance certificates for all the said similar works.
2. In case the bidder is the owner of the crafts, a Work order/Letter of Acceptance/Agreement and a copy of the Protocol of Delivery and Acceptance (PoDA) consisting of the details of the vessel with Remittance Certificates.
3. If the bidder has executed the work in a private organization, then the necessary TDS certificate issued by the private organization shall be submitted.
4. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March 2024 for the financial years [2021-22, 2022-23 and 2023-24] should be uploaded.(Refer Section 7 Form VI). Certificate issued by Chartered Accountant with the UDIN number to be submitted.
5. The bidder has to submit the details of payments received for the works executed in Form V in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.
6. The works declared by the bidder in Section 7 Form V only shall be considered for technical qualification of the bidders. LOA/Work orders/Agreements other than the ones mentioned in this Form V shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.
7. The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience

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

Financial Year	Multiplication Factor
2024-2025	1.0
2023-2024	1.07
2022-2023	1.14
2021-2022	1.21
2020-2021	1.28
2019-2020	1.35
2018-2019	1.42

<u>Integrity Pact:</u>	<p>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 Section 7 Form-III in the tender document <u>failing which bid submitted by the bidder will be considered non-responsive.</u></p> <p><u>Independent External Monitors</u></p> <p>The Employer has appointed two Independent External Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission</p> <p>(i) Shri.Harishwar Dayal, IDSE(Rtd) H-2, Lawyer Colony, Bypass Road Agra-282 005 (Up) Mobile No.9412095786 e-mail id: dayalagra@gmail.com</p> <p>(ii) Shri.Deepak Chaturvedi, ITS(Rtd) Flat No.1, Sanchar Vihar C-58 / 4, Sector-62, Uttar Pradesh, Noida -201301 Mobile No.9930408711 e-mail id :chaturvedideep@ rediffmail.com</p> <p>The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement (Pl refer Section 7 Form-III)</p>								
<u>Site Visit:</u>	Upload duly signed document given at Section-7 Form-XI towards evidence of site visit.								
<u>Condition for EMD & Tender fee</u>	<p>Condition for EMD & Tender fee</p> <p>Tender Fees: Rs 11800/- inclusive of GST is to be remitted in the form of Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority or payment online.</p> <p>Bank Details of Cochin Port Authority are given below:</p> <table> <tr> <td>Name of Bank</td> <td>: State Bank of India</td> </tr> <tr> <td>Name of Branch</td> <td>: Cochin Port Trust</td> </tr> <tr> <td>IFSC Code</td> <td>: SBIN0006367</td> </tr> <tr> <td>Account No</td> <td>: 41401802288</td> </tr> </table>	Name of Bank	: State Bank of India	Name of Branch	: Cochin Port Trust	IFSC Code	: SBIN0006367	Account No	: 41401802288
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	<p>Account Holder's Name : Cochin Port Authority</p> <p>EMD:</p> <p>a)The tender shall be accompanied by the Earnest Money Deposit of ₹50,44,300,- (Rupees Fifty Lakhs Forty four thousand Three Hundred Only)in the form of Insurance Surety Bonds or</p> <p>Account Payee Demand Draft/Banker's Cheque from any of the commercial banks payable at Cochin in favour of FA & CAO, Cochin Port Authority</p> <p>or Bank Guarantee from any of the commercial Banks or payment online in an acceptable form, which is stipulated in the tender.</p> <p>If the bidder is submitting EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted to the Deputy Conservator, Marine Department, CoPA prior to cut off date and time of Technical Bid opening.</p> <p>In case bidder claims exemption of TENDER FEE / EMD as Micro and Small Enterprises (MSE), the bidder shall upload proof of their being MSE registered with District Industries Centre (DIC) or Khadi and Village Industries Commission or Khadi and Industries Board (KVIB) or Coir Board or National Small Industries Corporation (NSIC) or Directorate of Handicrafts and Handlooms or Udyam Registration Certificate or any other body specified by the Ministry of MSME.</p> <p>NSIC / 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 as per Clause No.2 (i) bid security declaration in section 4.</p> <p>Such bidder shall also upload the scanned copy of valid & relevant certificate on e-Tender Portal along with 'Bid Security Declaration Form' (Section 7, Form-II) in preliminary bid failing which the bid shall be considered non-responsive.</p> <p>As per the Government e-Marketplace (GeM) portal, CPSEs are exempted from the payment of EMD. Such bidder shall also upload the the 'Bid Security Declaration Form' (Section 7, Form-II) in preliminary bid failing which the bid shall be considered non-responsive.</p>
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	<p>Enterprise type for the classification year 2023-24 is to be updated and submitted.</p> <p>b) EMD in the form of Bank Guarantee/ Insurance Bond (as per format given in Form II B) shall have a validity period of 06 months and claim period of 03 months. EMD in the form of Bank Guarantee should be issued from any Nationalized Bank / Scheduled Bank (except a co-operative bank) having its branch in Cochin and encashable at Cochin</p> <p>c) In the event of BIDDER withdrawing his tender before the expiry of tender validity period of 180 days from the date of opening of Technical Bid, the tender shall be cancelled and EMD shall be forfeited.</p> <p>d) The Earnest Money Deposit of unsuccessful BIDDERS shall be returned without interest as early as possible on award of Contract to the successful BIDDER. The Earnest Money Deposit of the successful BIDDER shall be refunded (without interest) only on receipt of Performance Guarantee as stipulated in the Clause 5 , Section 6.</p> <p>e) In the event of forfeiting the EMD, GST as applicable shall be collected.</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> <tr> <td>Sub-class 50113</td><td>Sea and coastal long distance water transport</td></tr> <tr> <td>Sub-class 50119</td><td>Other sea and coastal water transport N.E.C.</td></tr> <tr> <td>Sub-class 50220</td><td>Inland freight water transport</td></tr> <tr> <td>Sub-class 52220</td><td>Service activities incidental to water transportation</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	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
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<u>Banking Details:</u>	1	Name of the Bank:	State Bank of India Cochin Port Trust
	2	Bank A/C no.	41401802288
	3	IFSC Code:	SBIN0006367
	4	Account holders Name	Cochin port authority
<u>Bid Opening Date:</u>	Technical Bid will be opened on 22/01/2026 @ 15.00 Hrs. Date of opening of price bid shall be notified after scrutiny and evaluation of Technical Bid.		
<u>Documents required to be submitted by scanning through online:</u>	<p>Documents in support of fulfilling qualifying criteria as indicated above.</p> <p>EMD in the form of online transfer/digital mode or Bank Guarantee mode.</p>		
<u>Officer- Inviting Bids:</u>	Deputy Conservator		
<u>Bid Opening Authority:</u>	Deputy Conservator		
<u>Address:</u>	Deputy Conservator, Cochin Port Authority		
<u>Contact Details:</u>	<p>Office of the Deputy Conservator, Marine Department, Willingdon Island, Kochi- 682009</p> <p>e-mail: dc@cochinport.gov.in</p> <p>ph: 0484-2582500</p>		

Note:

In case bidders need any clarifications, they can contact the procurement team at above address:-

Deputy Conservator

Section 2

1 Overview

Online Bids are invited in Two Bid System through e-Tenders for CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY from eligible bidders meeting the minimum pre-qualification criteria and specifications as detailed in tender document. The two-cover system is (i) Techno-Commercial Bid and (ii) Price Bid-BOQ.

CoPA shall follow a Two cover system for the selection of Qualified Bidders for the said work. TENDER FEE , EMD, Techno-commercial bid in 1st cover & Price bid in 2nd cover. Tender document can be downloaded from the e-tendering portal www.tenderwizard.com/CPT or from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.The bid should be submitted online mode only and no manual bids shall be accepted.

2 Techno Commercial Bid

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

- I. Bidder shall log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time.
- II. Bidder shall upload the duly filled **Tender Form** as per **Section-7 Form-I** in the company letter head.
- III. Bidder shall upload 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 **7 years** ending last day of completed month prior to notice inviting bid date duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit. 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 Three Financial Years ending 31.03.2024 -certified by CA with UDIN No

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

X. The bidder shall upload **a copy of the** Performance Bank Guarantee in the specified format Section -7 - Form-VIII. The Successful bidder should submit the Performance Bank Guarantee within 28 days from the date of issue of the Letter of Acceptance (LOA)/ Work order as per clause no 5 of section 6

XI. The bidder shall submit/forward **Letter of acceptance** as per **Section 7- Form-IX** up on receipt of Letter of Award from CoPA

XII. The successful Bidder(s) shall execute/ sign the **Charter Party Agreement** within 28 days from date of issue of Letter of Acceptance (LOA) 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**.

XIV. The bidder should have GST registration. Copy of GST registration certificate should be submitted.

XV. The bidder shall upload an undertaking letter stating that the firm is not **debarred or blacklisted** as on the date of submission of Bid 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 d-vis promulgated **General Specifications** shall only be admissible to facilitate compliance with specific requirements of CoPA as articulated in the Tender Document. Such deviations would be clearly brought out in **Section-7-Form-XVII (Annexure A)**.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 CoPA.

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 **GTTP 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 upload the **undertaking from ESS Supplier / Provider**, before the commencement of keel laying as per specified format **Section 7 Form XII**.

XXII. The bidder must upload the **Undertaking from the Electrical Integrator** to be submitted by the bidder as per **Section-7 Form-XIII**.

- XXIII. The bidder must upload the Undertaking from the bidder to provide intent of entering into agreement with Shipyard and ESS Supplier and Electrical Integrator upon selection to be submitted by the bidder as per **Section-7 Form-XIV**.
- XXIV. The bidder must submit the information with respect to **Fuel consumption and Shore power** as per **Section-7 Form-XXI**.
- XXV. The bidder must upload the **documents list** to be submitted by the bidder as per **Section-7 Form-XXII**.

3 Price Bid

- 1. Bidders has to duly fill the BOQ as part of "Price Bid" online only.
- 2. The sample Price Bid Format has been mentioned in Section-8-Schedule-I. The bidders shall quote the rate in the Price bid only as per the format in the portal
- 3. All communication pertaining to this tender to be sent to following address:
Deputy conservator, Marine Department, CoPA, Willingdon Island, Kochi-682009
e-mail: dc@cochinport.gov.in

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: Deputy Conservator, Marine Department, CoPA, e-mail: dc@cochinport.gov.in

Section 3

1 Instructions for online bid submission

For “CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY”

- I. Tender documents can be downloaded from the e-tendering portal www.tenderwizard.com/CPT
- II. Tender documents can also be downloaded from CoPA website www.cochinport.gov.in or from Central Public Procurement Portal www.eprocure.gov.in/cppp.
- III. The bidders should have a valid digital signature certificate (Class-II or Class-III) issued by any of the valid Certifying Authorities to participate in the online tender. As per the IT ACT 2000, all bidders who participate in the online bidding process in e-Tendering site should possess a valid Digital signature issued by any of the Digital Signature Certificate (DSC) vendors approved by CCA, India (<https://cca.gov.in>).
- IV. The bids should be uploaded in electronic form only through e-tender portal www.tenderwizard.com/CPT. Tender submitted other than online shall not be considered.
- V. The bidders need to obtain one time User ID & password for log-in to e-Tendering portal www.tenderwizard.com/CPT from the service provider KEONICS, by paying registration amount of **Rs.1180/-** through online Payment using Credit/Debit Card/Net banking. The details of e-tender facilitator is available through Telephone Nos. **080 49352000/ 09605557738**.
- VI. The bidder should not have been blacklisted or debarred by any Central / State Government / Agency of Central / State Government / Public Sector Undertaking / Regulatory Authority of India at the time of submission of this bid.
- VII. The documents shall be prepared and scanned in different files (in PDF or JPEG format such that file size is not more than 5 MB) and uploaded during the online submission of Bid at www.Tenderwizard.com/CPT.
- VIII. Cochin Port Authority will not be held responsible for any technical snag or network failure during online bidding, it is the Bidders responsibility to comply with the system requirement i.e. hardware, software and internet connectivity at Bidder's premises to access the e-Tender Portal. Under any circumstances, Cochin Port Authority shall not be liable to the Bidders for any direct/indirect loss or damages incurred by them arising out of incorrect use of the e-Tender system or internet connectivity failures.
- IX. The right of acceptance of Tender will rest with Port Authority Board who does not bind themselves to accept the lowest Tender and reserves to themselves the authority to reject any or all of the Tenders received without assigning any reason thereof.
- X. Canvassing in connection with the Tender is strictly prohibited and Tenders submitted by the contractors who resort to canvassing will be liable for rejection.
- XI. Tenderer needs to give an official email id which will be used for the communication

- XII. Bidder should read the tenders published in the site and download the required documents / tender schedules for the tenders.
- XIII. Only one DSC should be used for one bidder. If a bidder uses more than one DSC token, the bid would summarily be rejected.
- XIV. Bidder should read the Tender schedules carefully and submit the documents as per the Tender.
- XV. If there are any clarifications required, the same may be clarified during the pre- bid meeting.
- XVI. Bidder should consider the corrigendum/addendum published (if any) before submitting the bids online.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. Each document to be uploaded online for the tenders should within the file size limit as specified in the portal.
- XXI. 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.
- XXII. Tender Document can be submitted online only in the designated the e-tendering portal www.tenderwizard.com/CPT on or before the due date and time. The time of opening of technical bid will be as notified in the NIT.
- XXIII. Tenderer should submit the tender as per the conditions mentioned in the tender Document.

Section 4

1 Definitions

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

- (a) "BOARD" – The Board means the Board of Directors of CoPA or their successors or Assignees.
- (b) "CHAIRPERSON" means the Chairperson of COPA.
- (c) "HOD" means the Deputy Conservator, the Head of Marine Department of the COPA.
- (d) "CONTROLLING OFFICER" means the ENGINEER (I/C) of COPA
- (e) "ISPS" means International Ship and Port Facility Security Code.
- (f) CoPA means Board of Management of Cochin Port Authority
- (g) "EMPLOYER" means COPA, the organization issuing the tender
- (h) "THE SERVICE PROVIDER OR SUCCESSFUL BIDDER" means the person or persons, firm, corporation, or company whose tender has been accepted by the COPA and includes the contractor's servants, agents, workmen, personal representatives, successors and permitted assigns.
- (i) "CONTRACT" means the Bid which includes Instruction to Bidders, General Conditions of Contract, Form of Tender, Manning, Operation, Maintenance And Complete Technical Management Agreement, Technical Specification, Letter of Acceptance, Bank Guarantee in respect of satisfactory performance of contract, scope of work, sections, queries raised by the Bidders before and during the pre-bid meeting, written replies and any addendum/ corrigendum thereto, related correspondences with the Bidders and all correspondences leading to the award of contract should form part of the contract document etc. Any addendum thus issued to all the Bidders and answers to the queries raised during the pre-bid meeting will form part of the Contract document.
- (j) "CONTRACT PRICE" means the total sum of money to be paid by CoPA to the Service Provider for satisfactorily rendering the services as per the contract subject to such additions thereto or deductions there from as may be made under the provisions hereinafter contained.
- (k) "APPROVED/ APPROVAL" means the approval in writing.
- (l) "O&M" means Manning, Operation, Maintenance and Complete Technical Management of Green Tugs at CoPA Limits, neighbouring port and other areas as required by the COPA
- (m) "CONTRACT PERIOD" means currency of contract period including extension period if any.
- (n) "CONTRACT RATE" means Charter Rate per day of 24 (twenty-four) hours quoted by the bidder, as per BOQ, for Supply, manning, technical operation and maintenance of **1** No. **60T**Green Tugs.
- (o) "AGREEMENT" means agreement between the successful Bidder/Bidders and COPA for charter of tug.

- (p) "PAID DOWN TIME" means the time during which the 60T Battery Electric Green Tug provided by contractor, is not available for operations due to any reasons with prior permission obtained from COPA and the daily hire rate is payable during this period. This period is for maintenance of the tug to ensure smooth uninterrupted operations.
- (q) "BREAKDOWN" means the time during which the Green Tugs provided by contractor, is not available for mentioned operations as per requirement of COPA and for which no prior permission has been obtained from COPA and it is not of planned nature.
- (r) "IN WRITING" or "WRITTEN" means a letter handed over from the Charterer to the Successful Tender or vice versa, a registered letter, email, telex, tele-fax or other modern form of written communication.
- (s) "AUDITOR" means a statutory auditor as defined in the Company's Act.
- (t) "Effective date of commencement of charter (D)" means the date of acceptance of Green Tug by the Port.
- (u) "SSC" means Standing Specifications Committee constituted by the Ministry vide OM No. SY-13013/1/2020-SBR dated 27 December 2023.
- (v) "Recognised Classification Society" means the classification society listed in Annexure-I of General Specifications of Green Tug Transition Programme (GTTP) Phase -I promulgated by the Indian Ports Association on its website on 29.10.2024.

2 Instruction to bidders

- a) General
 - I. Bids are invited by COPA from experienced and eligible bidders meeting the minimum qualifying criteria for chartering of **1** number **60T BP** Green Tug for a period of **15 (FIFTEEN) 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 documents well on time and to avoid last minute rush.

- b) Requirements of 60T BP 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 COPA 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 COPA (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, the successful bidder shall be liable for penalty, as per tender. In case the bidder defaults by not fulfilling the requirements of the tender, such parties shall thereafter be barred from participation in further tenders for chartering 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 COPA, in case COPA warrants, internship training for students the same to be given as per COPA 's instructions
- VII. The offered Tug should display "**Hired by** the Name of the Port along with the port Logo" on both sides in the accommodation area or in a conspicuous location as per COPA'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. In case bidders in the tender are not able to position Indian-built tugs complying with the General Specifications of Green Tug Transition Programme (GTTP) Phase-I, then the successful bidder shall be granted the option of offering a **Substitute 60 T BP tug as per clause no 36 in section 6 for commencement of contract.**
- IX. COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within **24 months** from the date of issue of the work order by deploying 60 T BP ASTDS -GTTP Tug for service as stipulated in **TUG REQUIREMENT** as per **Clause No 2(b) of section 4.**

In case 60 T BP ASTDS -GTTP Tug is not deployed within **24 months**, the **Substitute 60 T BP tug as per Clause No. 36 Substitute Tug in Section 6** needs to be deployed for the commencement of the contract, **failing which penalty will be imposed as per Clause No. 6 (A) in Section 5 .**

X. The Substitute 60 T BP tug so offered shall be allowed to operate for a maximum period of 15 months (12 months + 3 months penalty period) from the date of commencement of work (i.e 24 months from date of issue of LOA)

However, if the 60 T BP ASTDS -GTTP Tugs is not deployed within **39 months (24 months + 12 months with applicable penalty + 3 months with applicable penalty)** from the date of issue of the 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) **GST Registration:** Bidder should have GST registration and copy of same to be submitted.

d) **MINIMUM QUALIFICATION CRITERIA (MQC)**

1. FINANCIAL STANDING

Average Annual Financial Turnover during the last three years ending **31st March 2024**, should be at least **₹7,56,64,500/-** excluding GST, Certified by Chartered Accountant on their letter head along with UDIN No.
(Amount 30% of the annual estimated cost)

The bidder shall have a net positive worth and the cutoff date for bidders having a net positive worth is on or before the bid submission date (certified by chartered accountant with UDIN NO)

2. EXPERIENCE IN TERMS OF:

The Bidder shall possess experience of having successfully completed similar works during the last **7 (Seven) years** ending the last day of the month before one in which applications are invited should be either of the following:

One similar completed work costing not less than (OR)	₹20,17,72,000/- ExcludingGST
Two similar completed works each costing not less than(OR)	₹12,61,07,500/- ExcludingGST
Three similar completed works each costing not less than	₹10,08,86,000/- ExcludingGST

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.**

Construction of crafts/ Ownership of crafts:

However, in case the bidder has experience in **Construction of Crafts / Ownership of Crafts** and does not have essential experience in Operations & Management Services directly to the port, then the bidder needs to execute a valid agreement for the full tender period of 15 years with a competent Operations & Management firm for providing end to end operational services to the port.

The Competent Operations & Management firm must have a Minimum 3 years of experience in Full Operations & Management/ Technical Management of crafts, including manning/ Chartering/ Hiring of crafts. (The copy of agreement with the Competent Operations & Management Partner is to be submitted during the bid submission).

Satisfactory Performance:

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 7(SEVEN) years from the client.

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

Note (To be submitted during the bid submission):

1. Copies of the Work order/Letter of Acceptance/Agreement and its relevant Completion Certificates/ performance certificates for all the said similar works.
2. In case the bidder is the owner of the crafts, a Work order/Letter of Acceptance/Agreement and a copy of the Protocol of Delivery and Acceptance (PoDA) consisting of the details of the vessel with Remittance Certificates.
3. If the bidder has executed the work in a private organization, then the necessary TDS certificate issued by the private organization shall be submitted.
4. Auditors report of Profit/loss statement, balance sheet for the preceding three financial years ending 31st March 2024 for the financial years [2021-22, 2022-23 and 2023-24] should be uploaded.
5. The bidder has to submit the details of payments received for the works executed in Form V in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of false certification by the statutory auditor, same shall be

informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

6. The works declared by the bidder in Section 7 Form V only shall be considered for technical qualification of the bidders. LOA/Work orders/Agreements other than the ones mentioned in this Form V shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.
7. The value of similar works completed by the bidder will be brought to current cost level by enhancing the actual value of work with the multiplication factor as detailed below for assessing the eligibility of the bidder under experience

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

Financial Year	Multiplication Factor
2024-2025	1.0
2023-2024	1.07
2022-2023	1.14
2021-2022	1.21
2020-2021	1.28
2019-2020	1.35
2018-2019	1.42

e) Selection of Shipyard

- I. In the event of bidder(s) choosing to participate, existence of an 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 such agreement shall be optional.
- II. Notwithstanding, the 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 in Section 7, Form XIII. **This Form XIII is to be submitted on or before the keel laying date.**
- III. Notwithstanding, anything mentioned above the selected Shipyard shall be responsible for providing undertaking in the prescribed format as per Section-7- Form XX is to be submitted at the time of bid submission.
- 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 in constructing at least **03 vessels of 300 Gross Tonnage** and above over the past three years ending 31st March of the previous financial year.

f) Selection of Energy Storage System (ESS) Integrator/Provider

- I. In the event of bidder(s) choosing to participate, the 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 XIV. **This Form XIV 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-XII & XIII before the commencement of keel laying. **Forms XII & XIII are to be submitted on or before the keel laying date.**
- 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 the Cable Management System shall be developed and installed by the contractor.

The contractor shall take power supply (11KVA, 3 Phase, 50Hz) from nearest substation at CoPA through Energy meter (KWh) by their own cost . 11 KV circuit breaker for the charging station **on contractors account**. However the power supply shall be provided by the CoPA on Port Account during the contract period. The tenderer should mention the electrical Load requirement for shore power. Adequate electrical safety / technology should be incorporated in the charging system to account for voltage surge / frequency fluctuations in the incoming 11KVA, 3 Phase, 50Hz electric shore power.

II. The **contractor** to share electrical SLD and complete details of all Electrical equipment installed on TUG and power requirement for charging of **ESS**.

III. If any additional requirement to draw shore power supply from the designated Supply/Power Point and utilize it for charging ESS system on board Green Tugs shall be arranged/provided by the contractor.

IV. The contractor shall make all the necessary required arrangements to safely handle the power cable for plugging in/out on 24 x 7 basis during their tenure of the contract period.

V. 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 the contractor shall take care of these requirements. All tugs should be **designed** with the kind of sockets compatible with the Shore Power Charging Infrastructure Provided by the **contractor**.

VI. The bidder shall be responsible for making arrangements at his own cost to install and operationalize any additional requirements as stated in the above para to draw shore power from the designated power point provided by the port at berth for charging the ESS system on board the green tug.

VII. The **ESS** shall be designed with necessary charging arrangements to charge the tug for two full harbour operations (120 minutes + 120 minutes) within 1 hour for (one hour for each battery charging cycle from low battery to high battery , for eg 20 % to 80% as per the battery system design) the given operating profiles **in clause 3 of section 1 (NIT Details) and** as per Para 869 - Ship common system of 60-ton tug technical specification of GTTP in IPA website.

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

l) Tender validity

The tender shall remain valid for a period of 180 days from the date of opening of the technical bid. COPA 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 cost of the tender is Rs 11,800/- inclusive of GST. The bidder shall bear all costs associated with the preparation and submission of his Bid, and the CoPA, 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 a visit to the site shall be borne by the bidder.

o) Right to annul the bidding process

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

2. For proprietary firm documents required are Shop & establishment, License, Sales Tax License, GST, Income Tax PAN No/ Copy of returns, and 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 the company to authorize a person to enter the agreement or Power of Attorney. Bidder should submit the details of contracts executed in accordance with schedule, with a copy of the agreement/work orders etc. In support of the contracts, having been executed
5. In the case of a Company, the 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 COPA. The bidders shall submit their queries in writing to COPA in connection with this tender well in advance to the email IDs as mentioned in the communication address.

r) Addendum / Corrigendum of tender documents

At any time prior to the last date for submission of tenders, COPA may for any reason whatsoever change or modify the tender documents by issuing an addendum/corrigendum in the websites. 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-Tender mode prior to the last date and time of bid submission as indicated in the NIT. No hard copy submissions shall be permitted except the offline payment instruments of TENDER FEE/ EMD in the form of Bank Guarantee / Insurance Surety Bonds / Account Payee Demand Draft / Banker's Cheque, then the Original document (hard copy) for the same shall be submitted to the Deputy Conservator, Marine Department, CoPA prior to cut off date & time of Technical Bid opening

t) Bid opening and evaluation

1. On the day of bid opening as mentioned in the NIT, the Cover I (technical bid) will be opened through e-Tender 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 COPA is not bound to accept it and may discharge the tender without assigning any reasons.

4. Those bids that 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 Pre-qualification stage, the bidders must furnish information on their Technical and Financial capability 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, COPA 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 Price Bid opening (date and time) shall be notified to the technically qualified bidders by email.
9. The 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

The bidders shall quote the charter hire rate per day in the BoQ (Section 8 schedule I- Price bid format). The price bid of the shortlisted bidder's , i.e Technically qualified bidders will alone be opened by the Port. The price bid will be evaluated based on the rate quoted per day by the bidders in BoQ. The bidder quoting the Lowest value of the charter hire rate will be declared as a successful bidder and will be eligible for issuance of a letter of award/work order, provided the other formalities as per tender conditions are fulfilled.

COPA Port Authority's decision on this shall be final, conclusive and binding.

Note:

The Port shall provide fuel for DG sets on Port Account 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 supply of fuel on Port Account shall be capped based on equipment fit specifications (DG sets) or as decided by Port Authorities, whichever is lower.

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

The Port shall provide shore power on Port Account 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 on this 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. COPA shall intimate the successful L1 Bidder by writing through mail or letter of award (LOA) confirming that their offer has been accepted. The L1 bidder can give their consent by way of Letter of Acceptance (LOA).
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 COPA in the process of examination, clarification, evaluation and comparisons of tenders and decisions concerning the award of contract shall result in rejection of the Bidder's tender.
3. The successful Bidder shall send the Consent of Acceptance (COA) **within reasonable period not exceeding 15 days** of issue of the Letter of award (LOA).
4. Any correspondence/clarification /requests etc., whatsoever received from the Bidder after the receipt of the Letter of Acceptance by COPA 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 COPA
5. The successful Bidder(s) shall sign the Agreement **within 28 days from the date of issue of the Letter of Award / Work Order**. The successful Bidder shall furnish the **Security Deposit cum Performance Bank Guarantee** for such period of the contract and in such form as determined by COPA with claim period of at least twelve months **within 28 days from date of issue of Letter of Award / Work Order**.
6. The performance Security is to be submitted **as per Clause No. 5 in Section 6** and encashable at Cochin **as per the format specified in Form VIII**
7. If the successful Bidder fails to execute the agreement within the stipulated time of **28 days** to sign the Agreement, the Letter of Award is liable for cancellation and EMD forfeited. **The Bidder shall not be allowed to sign the Agreement without submitting the Performance Guarantee.**

Section 5

1 Scope of work for charter of 1 No.60T battery electric green tug

The contract involves “CHARTERING/HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY” as per broad specifications stipulated in the tender with full crew, provisions , lubes, all stores etc. Cochin port will provide electricity, fuel, freshwater, and berthing facility on Port account for operations in COPA 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 COPA and endorsed by COPA in the Notice Inviting Tender, deviations vis-d-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of COPA.
- C.** The offered 60T Battery Electric Green Tug must be registered under Indian flag Tug to be put in operation within stipulated time. The Bidder is required to submit all the specifications of the tug to be offered to COPA as per Section 5 Clause 2. The necessary documents to be submitted to COPA listed as per form XXII
- D.** COPA reserves the right to treat the tender as non-responsive if the information submitted by the Bidder is insufficient

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 COPA 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 COPA.
2. The contractor shall always supply and keep on board a minimum of adequate Nos. of **110 m** long tested polypropylene rope on the drum and an additional spare

2 nos. of **110 m** long 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 COPA '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 COPA by Competent surveyors in the presence of COPA 's Representative to assess the quantity of fuel on board (On hire and off hire survey)Cost of the surveyor on contractor's account. 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 Cochin
6. COPA 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.
7. Based on specific operational requirements identified and endorsed by COPA in the Notice Inviting Tender, deviations vis-à-vis promulgated General Specifications may be necessitated to facilitate compliance with specific requirements of COPA for various lawful services including towing, docking and undocking of vessels at COPA and any neighbouring port round the clock (24 hours a day) and throughout the contract period:

The tug shall be used for various lawful services required by CoPA including towing, docking and undocking of vessels at Co PA round the clock (24 hours a day) and throughout the contract period including but not limited to:

- a. Berthing and un-berthing of vessels in port.
- b. To stand by as fire float, Oil spill dispersant spraying boat etc.
- c. To assist in double banking by way of acting as docking tug.
- d. To maintain communication by VHF.
- e. All other operations required in connection with docking / undocking operations of vessels at Port and related to Harbour conservancy and / or movement of vessels within the port and such other operations as are conventionally performed by Port Tug.
- f. In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the CoPA to the Contractor and penalty Section 5 Clause 6 and Termination Section 6 Clause 20 shall apply.
8. Deviations to General Specifications emergent due to specific operational requirements identified by COPA 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 COPA

10. In the event the tug being unable to perform any of the operations, no hire charges shall be paid by the COPA to the Contractor and penalty Section 5 Clause 6 and Termination Section 6 Clause 20 shall apply.
11. The contract involves chartering of 1 No. 60 T Battery Electric Green Tug by COPA for a period of 15 (FIFTEEN) years as per broad technical specifications stipulated in "Scope of Work" with full crew, provisions and all stores including lubricants.
12. COPA is chartering the Tug for carrying out shipping operations 24 Hrs X 7 Days in hybrid mode, at COPA with the exemption of charging time for batteries (upto one hour for each battery charging cycle from low battery to high battery , for eg 20 % to 80% as per the battery system design) plus allowed maintenance period (Paid Downtime) allowable to them during the Charter period. The controlling officer of the tug shall be the Engineer (i/c) of COPA and the crews of the tug shall comply with all instructions from the DEPUTY CONSERVATOR of COPA 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 the 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/or initial substitute Tug shall have completed all the necessary surveys and shall be in possession of all valid certificates.
16. The Contractor will be responsible for any damage suffered due to failure of the Tug or errors of the Tug Master and crew or any reason whatsoever.
17. The Contractor shall be responsible for the injuries, loss of life to the Tug crew/Port personnel while carrying out the operation of the Tug. The Contractor shall also be responsible for the damage to the Port's property or to any third party in case of any such event arising out of the operation of the tug. Any claims in this regard shall be to the Contractor's account.
18. The Chartering will be for a period of 15 (FIFTEEN) years for 1 No: 60T Battery Electric Green Tug from the date of providing the Tug on charter by the Contractor to COPA. COPA will pay the charter rate at the original rate and the same terms and conditions throughout the 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 15 days per 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 an 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, Inland Vessels Act, Harbour Craft Rules and Regulations if any of COPA 's and any other legislation related to the 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 COPA 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, COPA will make the wage payment and recover from the monthly bills payable to the Contractor. In the event of insufficient funds, COPA will be at liberty to encash the Performance Guarantee

24. The Contractor shall carry out 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 neighborhood of the work against the same. In case, COPA 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, COPA 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 COPA before tug(s) is/ are put into service. The tug shall be registered as per the statutory requirements of D.G. MS Act (Shipping) complying statuary obligations.
29. The Successful Contractor has also to carry out all operations at the maximum capacity **of the tug provided that the tug has been adequately charged** during an emergency (s), if required, at no extra cost to COPA. The Penalty clause shall apply in case of failure of the Contractor to fulfil such assignments.
30. Security of the tug, its appurtenances and crew will be the Contractor's responsibility.
31. On the date of commencement of the contract, tug shall be staunch, strong, weather and watertight and shall have completed all the necessary surveys and in possession of valid statutory certificates
32. In case of substitution of Tugs, the contractor shall arrange for IRS, or any other classification society approved by Standing Specification Committee for Green Tug Transition Programme, as third party for Survey if the bollard pull test is not conducted in the preceding 6 months of the offered initial substitute Tug at contractor's cost. COPA may accept the Bollard Pull Test certificate issued by the class surveyor in the preceding 6 months for the date acceptance of the substitute tug. Trials by Surveyor shall be carried out in the presence of COPA 's

Representative(s) at COPA 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 COPA for acceptance of the tug within 3 days and not exceeding 7 days after availability of tug at COPA 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 COPA.
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 COPA 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, shore power consumption, fuel oil supply 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 COPA and Security personal deployed by COPA during any serious or fatal accidents on the tug or at any place in COPA waters to any of his employees / workmen engaged by him. The Contractor shall protect and indemnify COPA against any claims or actions arising there from.
4. In case of receipt of complaints from any crew regarding the non-receipt of wages, COPA 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, COPA will be at liberty to encash the Performance Guarantee.

4) illegal activities

The Contractor's deployed manpower shall not indulge in any illegal, anti-national, anti-social, activities or such activities against COPA. 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

A PENALTY FOR DELAYING COMMENCEMENT OF CONTRACT

The successful bidder shall commence the contract within **24 months** from the date of issue of work order and tug to be deployed for service as stipulated in **TUG REQUIREMENT clause No.2(b) of Requirement of ASTDS-GTTP 60 T BP Battery Electric Green Tug in Section 4.**

In case offered 60 T BP ASTDS -GTTP Tug is not deployed within **24 months**, the **Substitute 60 T BP tug as per Clause No. 36 (Substitute Tug) in Section 6** needs to be deployed for the commencement of the contract. Substitute tug for commencement of contract is permitted for 12 months (after the aforesaid 24 months) without Penalty and thereafter another 3 months with penalty @ 10% of daily hire rate , **failing which penalty will be imposed as mentioned below.**

If the contractor fails to commence the contract within **24** months from the date of issue of work order or fails to provide substitute tug after 24 months of LOA , penalty will be imposed **@ 10% of the quoted daily hire rate per day+ GST** or part thereof for the delayed period of upto **12 months** (penalty period).

If the contractor fails to commence the contract within the above **36 months(24 months + 12 months)** penalty will be imposed **@ 50% of the quoted daily hire rate per day+ GST** or part thereof for the further delayed period of upto **3 months** .

If the contract is not commenced by deploying **ASTDS-GTTP 60 T BP Battery Electric Green Tug as per clause No. 2 (b) of Section 4**, within the aforesaid **39 months** ,the contract shall be liable to be terminated at the discretion of COPA and the Performance Security will be forfeited, unless the port authority specifically grants an extension period with reasons to be recorded in writing

B. PENALTY FOR NON-AVAILABILITY OF 60 T BP ASTDS -GTTP TUGS DURING THE CONTRACT PERIOD:

If the Tug fails to perform/provide service fulfilling the contractual obligations, penalty will be imposed.

The contractor shall provide a substitute tug of suitable type and capacity or higher as per tender requirement (**clause 36 of section 6**) from **7th day** onwards, whenever the Tug is not available beyond its accumulated downtime of **6 days**.

If substitute tug as per **clause 36 of section 6** is not provided after availing **6 days** of downtime, penalty as follows will be imposed.

1 to 45 days	10 % of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
46 to 70 days	20% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day
71 to 90 days	30% of hire charges per day on Pro-rata basis + Non-payment of hire charges per day

- If the tug is non-available up to **30 minutes no penalty** (with the exemption of charging time for batteries upto one hour for each battery charging cycle from low battery to high battery , for eg 20 % to 80% as per the battery system design)
- **31 minutes** or above upto **60 minutes**, the penalty will be calculated for **1 hour**.
- If the non-availability is beyond **61 minutes** upto **120 minutes**, the penalty will be calculated for **2 hour** and so on.
- If the tug is not available for operation for **hours** or part thereof, it would be considered as **full hours**. For example, if the tug is not available **1 hour 20 min** non-availability shall be considered as **2 hours** and so on.

However, if the contractor is not providing a originally offered ASTDS GTTP Green Tug / Substitute Tug as per the contract within 96 days (6 days downtime+ 90 days penalty duration), the contract is liable to be terminated, subject to decision of the Management. Non-availability of tug may be adjusted against down time available in contractor's account.

Section 6

1. Right to accept or reject any bid

COPA reserves the right to reject or accept any or all offer without assigning any reason, without any liability or any obligation. COPA 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-Tender 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 PAN CARD, 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 COPA in this regard shall be final.

b. Non-responsive

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

1. The Bidder includes/adds any condition/corrections in the Price Bid.
2. Disclosure of price bid anywhere in the technical bid will lead to disqualification.
3. All corrections and over writings are not signed, dated and stamped by the authorized signatory signing the tender.
4. The Charter Rate is not quoted as per BOQ as per the instructions given in the Bid.
5. The rates are quoted in a currency other than Indian Rupees.
6. The tender is submitted without proof for ownership/legal possession or contractual obligation of the Tug/ relevant experience for eligibility as stated in the tender.
7. 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.
8. 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.
9. The Tenders submitted without the performance guarantee as mentioned in clause mentioned in bid. (Once the contract awarded)
10. 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, COPA will notify the successful Bidders through letter/s by email confirming that their offer has been accepted for award of contract. This letter is to be called Letter of Award (LOA). This Letter of Award shall indicate the sum, which COPA will pay to the contractor in consideration of the execution of the contract by the bidder.
2. The tug(s) must be placed at disposal of COPA for shipping operations positively within 3 days after availability of tug at COPA and grant of permission by COPA, the contractor shall ensure that the tugs are deployed after surveys and certification by IRS or any other classification society as approved and notified by the Standing Specification Committee for the Green tug Transition Programme.
3. Upon the receipt of Letter of Award of the contract, the successful bidders shall send Letter 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 COPA, duly executed on stamp paper for appropriate value within 15 days from the date of issue of Letter of Award. One set of the agreement will be returned to the bidder after the signature of appropriate authority. Contractor shall make 05 hard bound copies of the agreement with duly signed bid copy at his own cost and submit to COPA
4. The successful Bidder shall submit Bank Guarantee towards Performance Guarantee prior to signing of agreement.
5. Any delay caused due to any correspondences / clarifications / requests etc. received from the bidder after the date of issue of the Letter of Award will be to the account of the successful bidder and no extension of time will be granted.
6. No correspondence will be entertained from the unsuccessful bidders

5 Performance guarantee

Performance Security shall be 5 % of the Yearly Contract value + GST and Security Deposit at 5% of the Yearly contract value will be deducted as Retention amount by deducting 10% of

each monthly running bill. The retention money collected in the initial phase of the contract will be returned at the end of the contract period only ,i.e after 15 years. No interest will be paid on the retention money on completion of the contract. **Performance** Security shall be submitted in the form of Insurance Surety Bonds or Account Payee Demand Draft from a Commercial Bank or Bank Guarantee from a Commercial Bank or payment online in an acceptable form within 28 days of issue of Work Order as per Section-7- Form- VIII format or in such form as determined by COPA.

The Performance Bank Guarantee should remain valid initially for (3) three years (i.e. mobilization period + 1st year of contract). The same shall be subsequently renewed annually till the completion of the contract duration with a claim period of 3 months.

The contractor has to renew the BG well in advance to avoid penalty/encashment.

- **Penalty @ 0.25%** on the value of Performance Security + GST shall be levied per week or part thereof on delayed submission of BG.
- **Penalty @ 0.25%** on the value of Performance Security + GST shall be levied per week or part thereof for non-renewal of Performance Security before expiration. If the Performance Security is not renewed within 75 days after the completion of 12 months, contract shall liable to be terminated and Performance Security will be forfeited / encashed.
- “Performance Security” shall be released after satisfactory completion of the contract period.

In case of non-availability of Performance Security in time, the contractor can also deposit the Performance Guarantee amount in the COPA Bank account to avoid penalty. This amount will be refunded after submission of Performance Security.

6 Compliance with statutory requirements:

1. The bidder shall always during the currency of the contract comply with all statutory regulations/rules in force from time to time.
 - (a) On board Crew wages shall be paid by the successful bidder as per the MUI/NUSI guidelines.
 - (b) Shore Personnel wages shall be paid by the bidder as per the Labour laws/guidelines.
 - (c) Bidder must produce duly signed copies of all relevant documents like Crew/shore staff wages,(EPF, ESI if applicable) etc to COPA 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 COPA is called upon by any authority to pay or reimburse or required to pay or reimburse any amount, the COPA 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 COPA 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 COPA 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 if applicable)and Insurance for the employee other than crew if deployed at COPA 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 COPA 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. The statutory certificates and Certificate of class shall always kept valid.
3. COPA 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 COPA'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 COPA except as regards employment, agency or other arrangements. In case COPA 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. COPA 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 COPA.
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 COPA. The office space if required subject to availability will be provided to them and charges will be levied for the same as per prevailing COPA 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 COPA 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 bidder/contractor shall provide/supply of Lube oil.

8 Facilities provided by the port

1. COPA shall provide AC shore power on Port Account as declared in Section-4 (u) to the Bidder for charging the on-board batteries
2. COPA shall provide LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) on Port Account as declared in Section-4 (u) to the Bidder for the operation of the diesel generator of the Tug.
3. COPA shall also provide water and berth on Port Account i.e. no vessel related charges including berth hire, port dues etc will be levied
4. Contractor should exercise diligence in consumption of fuel/power/ water provided on Port Account by COPA

Note :

The necessary shore charging infrastructure shall be provided by the contractor as per provisions of Section-4 (h). 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 COPA and equivalent amount along with penalty shall be deducted from the bills of the contractor.

9 Assignment and subletting

The contractor shall not assign the lease or sublet this contract or the benefit hereof or any part thereof or any money payable here under or sublet the services to be rendered as aforesaid or any part thereof to any other person, firm or company. Contradictory action to this condition shall render the contact liable for termination and the Performance Bank Guarantee shall be forfeited.

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 rate quoted by the Bidder shall be kept firm throughout the currency of the Contract period. The day means 24 hrs of duration commencing from 0600 hrs to 0600hrs of the following day.

b) Chartered amount

1. The daily hire rate amount submitted by the Bidder in column in ₹ (Rupees) of BOQ shall be gross rate excluding GST after taking into consideration of Wages, Taxes, all payments on account of cost of spare parts for preventive maintenance, breakdown maintenance, lubricating oil, paint, other consumables etc, annual survey, special surveys, drydocking etc and the ropes & 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 COPA.
2. COPA will provide shore power for charging the on-board batteries and hotel load at the time of berthing and LSHFHSD fuel oil (Low Sulphur High Flashpoint High Speed Diesel) to the Bidder on Port Account for the operation of the Tug on pre declared terms as provided in Section-4.
3. COPA shall also provide water and berth on Port Account i.e. no vessel related charges including berth hire, port dues etc will be levied and the shore power will be provided on Port Account. However, the contractor shall take written permission from DEPUTY CONSERVATOR and shall erect necessary electrical accessories, KWH Meter, breakers, and cables at his own cost for availing shore connection, at the allotted place and erected electrical accessories are to be removed after the completion of contract at Bidder's cost. Also, accessories including hoses for receiving fuel/ fresh water to be available readily. Hoses to be always tested periodically & in possession of valid certificates.
4. Any changes in basic price/rate in the inputs such as lube oil, battery, spare parts, survey charges, paints, consumables, etc., to run the Tug shall also be to the account of Bidder. The Bidder, while quoting the charter rate for the chartering period shall take all changes into consideration. The charter rate should be quoted for the entire chartering period and there shall not be any escalation in the quoted daily hire rate.

5. Tug shall be exempted from Port charges during ON-HIRE period. Berthing facilities will be provided to the Tug on Port Account as per the convenience of the Port. However, during the OFF-HIRE period, the fuel and shore supply are **chargeable** as per the Scale of Rates of COPA. **During the OFF-HIRE period, Port related charges are exempted for 5 days only.**

However, if a **Substitute 60 T BP tug** is provided the daily hire rate will be paid to the contractor from the date of deployment **as per clause 36 of section 6**

6. The contractor shall also be required to make payment for fuel consumed by the tug, whenever the tug is not available for Port operation beyond the allowed maintenance period (paid downtime).
7. If during the contractual period the performance of tug is found not satisfactory as per the terms and conditions laid herein, the tug may be surveyed by a third party (IRS) or any other classification society as approved the SSC- GTTP, at the Bidders cost in the presence of COPA's Representative and if proved guilty of non-performance, the penalty clause shall be applicable.

c) Taxes

1. The daily charter hire rate amount quoted shall be inclusive of all taxes (except GST], duties, education cess, surcharge, etc., payable by the Contractor to the State Government, Central Government and Local Authorities in connection with chartering of Tug to COPA.
2. The GST will be paid by COPA at the prevailing rates. Tax deducted at source shall be as per statutory requirement such as IT Act, GST Act, etc., as applicable. COPA will review the payment of GST periodically and if any discrepancy observed, then the contractor will be informed to sort out the discrepancy. Until then COPA reserves the right to hold on the payment.

12 Period of contract.

The contract period is for 15 (Fifteen) years from the date of commencement of the contract. The contract may be extended at the same rates and same terms & conditions of the existing contract, on mutual consent of the parties which shall be exercised 6 months prior to the expiry of the initial tenure of contract.

13 Payment terms

1. COPA shall make monthly payment for the Tug at the daily Charter hire rate per day quoted as per Bill of Quantities (BOQ) column ₹ (Rupees) in Indian Rupees after adjusting the recoveries payable by the contractor under this agreement to the bank account of the contractor.
2. Hire Rate of Tug per month = (Daily Charter hire Rate per day as per column ₹ (Rupees) of BOQ x No of days in the month) minus (The recoveries like Statutory Recoveries, Penalties, any dues to the port etc., payable by the Contractor).
3. In case of recoveries like penalties, or any dues to the COPA 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 30 days from the date of submission of invoice in all respects to DEPUTY CONSERVATOR subject to compliance of all term's conditions. COPA will ensure to make the payment within the stipulated time. In case of any need for any clarification, COPA 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. COPA may release partial payments to fulfil the obligation pertaining to wages of crew under exceptional circumstances.

14 Tax deduction

1. The deduction of taxes at source if any shall be made by the COPA 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. GST TDS deduction from the payment due applicable.

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 Hull & Machineries (H & M) policies are governed by Institute Time Clause (Hull) in short ITC Clause. Therefore Hull & Machinery Insurance policy shall be taken by the contractor with
“ITC Hull Clause” with Earthquake, War, SRCC extension.
- (2) Protection & Indemnity policy cover to be taken by the contractor which covers:
 - a. Crew Liability towards (i) Accidental Death/ Injury (ii) Illness Diseases (iii) Medical& Funeral Expenses as well as repatriation cost.
 - b. Third Party liability towards death / bodily injury as well as property damage.
 - c. Wreck Removal
 - d. Accidental Pollution Liabilities.
- (3) Standard Workmen's compensation policy 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 **as per Clause no. 7 (6) of Maintenance and operation in section 6**, then CGL Policy needs to be taken

by the contractor covering TP Liability (accidental injury/ death & Property Damage).

16 Downtime and allowed maintenance period

The Bidder shall be eligible for 15 days allowed maintenance period for Tug **in a contractual year** during the currency of the contract (paid downtime) . Prior permission from CoPA is to be taken for downtime failing which penalty will be applicable. The excess days will lapse automatically on yearly basis. During this period hire charged will be paid.

17 Lien

COPA 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 COPA 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 COPA and the Contractor.

18 Indemnity

1. Contract shall indemnify COPA and every member, worker and employee of COPA 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 COPA 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 or 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 COPA during the currency of the agreement and the cost of such damages shall be borne by the Contractor.
3. No official or employee of COPA 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, 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 (Ten days)** of the alleged beginning and upon ending thereof provide full particulars and satisfactory evidence in support of its claim. Failure to do so may be 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 could not be anticipated in advance, thereby leading to a situation where the GTTP SOP could not be complied with, the contractor shall approach COPA 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. COPA reserves the right to terminate the contract as mentioned in the 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, or obligations under any of the Articles / Clauses of the Charter Party Agreement or Tender after giving three warnings in writing by COPA.
3. The Contractor fails to fulfil the statutory requirements and other conditions as indicated in the Tender Document for the operation of the Tug.
4. When the Bollard Pull of the Tug falls below norms set in the scope of work.
5. In case of indiscipline of the crew of the tug or refusal to carry out the orders of DEPUTY CONSERVATOR or his/her authorized representative(s).
6. In case of unavailability of a tug, the contract of the tug will only be terminated as per the terms and conditions of the contract.
7. During the pre-acceptance trial or during the contract period if the tug is found to be unsuitable due to non-compliance as per tender technical specifications and requirements.

8. In case, the Contract is terminated for any of the above reasons, the COPA shall forfeit the Performance Guarantee 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/permited 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 COPA after carrying out the trials and tests by third party (IRS or any other classification society as approved and notified by SSC-GTTP) at COPA and it is found that the tug is not in position for subsequent deployment at COPA, stated above for any reason whatsoever, the awarded Contract will be cancelled and the Performance Guarantee will be forfeited.

23 Foreclosure

COPA has the right to foreclose the contract for National Security, National Emergency and in case of non-performance by the contractor with respect to non-compliance with Tender conditions, operational shortfalls, etc., COPA 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. The contractor shall continue to work in the notice period at the same Charter Rate.

24 Dispute resolution

24.1. The Parties agree to use their best efforts for amicably resolving all Disputes arising under or in respect of this Agreement by mutual discussions.

24.2. Except where otherwise provided in the contract all questions and disputes relating to the meaning of the specifications, design, drawings and instructions here-in before mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the works or the execution or failure to execute the same whether arising during the progress of the work or after the cancellation, termination, completion or abandonment thereof shall be dealt with as mentioned hereinafter:-

- (i) If the Contractor considers any work demanded of him to be outside the requirements of the contract, or disputes any drawings, record or decision given in writing by the Engineer-in-charge on any matter in connection with or arising out of the contract or carrying out of the work, to be unacceptable, he shall promptly within 15 days request the Engineer in writing for written instruction or decision. Thereupon, the Engineer shall give his written instructions or decision within 30 days of receipt of the Contractor's letter.

- (ii) If the Engineer fails to give his instructions or decision in writing within the aforesaid period or if the Contractor is dissatisfied with the instructions or decision of the Engineer, the Contractor may, within 15 days of the receipt of Engineer's decision, appeal to the Chairperson who shall afford an opportunity to the Contractor to be heard, if the latter so desires, and to offer evidence in support of his appeal. The Chairperson shall give his decision within 30 days of receipt of Contractor's appeal.
- (iii) If the Contractor is dissatisfied with this decision, the Contractor shall within a period of 30 days from receipt of the said decision, shall take further action in accordance with the conciliation procedure set forth in Clause 24.3.

24.3. Conciliation

In the event of any dispute or differences between the parties which could not be resolved amicably, the Chairperson of Cochin Port Authority may refer such unresolved disputes or differences to a Conciliation Committee comprising of independent subject experts, set up by the Port Authority to enable speedy disposal of pending / new cases. The conciliation proceedings shall be subject to guidelines in this regard, issued by the Port Authority from time to time. Recourse to such Conciliation shall also be open before, during or after the arbitration or litigation proceedings. The award of the Conciliation Committee, if agreed by both the Parties, shall then be placed for consideration of the Board of the Port Authority subject to the Delegation of Powers.

24.4. Arbitration

- (i) Any disputes of a total value less than Rs. 10 crores shall be resolved through arbitration by a Sole Arbitrator appointed by mutual consent of the parties.
- (ii) Either party shall within a period of 30 days from the date of termination of conciliation proceedings, give notice to other party for appointment of arbitrator.
- (iii) If the arbitrator so appointed is unable or unwilling to act or resigns his appointment or vacates his office due to any reason whatsoever another sole arbitrator shall be appointed jointly by both parties. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor.
- (iv) It is a term of this contract that the party invoking arbitration shall give a list of disputes with amounts claimed in respect of each such dispute along with the notice for appointment of arbitrator and giving reference to the rejection by the Chairperson of the appeal.
- (v) It is also a term of this contract that if the Contractor does not make any demand for appointment of arbitrator in respect of any claims in writing as aforesaid within 120 days of receiving the intimation from the Engineer that

the final bill is ready for payment, any claim of the Contractor shall be deemed to have been abandoned and absolutely barred and the Employer or his authorized representative shall be discharged and released of all liabilities under the contract in respect of these claims.

- (vi) The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 (26 of 1996) or any statutory modifications or reenactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- (vii) It is also a term of this contract that the Arbitrator / Arbitral Tribunal shall adjudicate only on such disputes as are referred to him and give separate award against each dispute and claim referred to.
- (viii) It is also a term of the contract that if any fees are payable to the arbitrator the same shall be paid equally by both the parties.
- (ix) It is also a term of the contract that the arbitrator shall be deemed to have entered on the reference on the date he / they issues notice to both the parties calling them to submit their statement of claims and counter statement of claims.
- (x) The seat and venue of the arbitration shall be at Cochin.
- (xi) The fees, if any, of the arbitrator shall, if required to be paid before the award is made and published, be paid half and half by each of the parties. The cost of the reference and of the award (including the fees, if any, of the arbitrator) shall be in the discretion of the arbitrator who may direct to any party by whom and in what manner, such costs or any part thereof shall be paid.

24.5. Litigation

- (i) Any disputes of total value above Rs. 10 crores not covered in the aforesaid arbitration clause shall be adjudicated by the courts.
- (ii) Only Courts in Cochin alone shall have jurisdiction to adjudicate any disputes between the parties.

24.6. Administrative Mechanism for Resolution of CPSEs Disputes (AMRCD)

Notwithstanding anything contained above, in the event of any dispute or difference relating to the interpretation and application of the provisions of commercial contracts between Central Public Sector Enterprises (CPSEs/ Port Authorities inter se and also between CPSEs and Government Departments/ Organizations, such dispute or difference shall be taken up by either party for resolution through AMRCD as mentioned in DPE OM No. 4(1)/2013-DPE(GM)/FTS-1835 dated 22.05.2018.

25 Pollution damage

The contractor shall be liable for pollution damage and the cost of cleanup which has been caused by the tug (Deployed by the Contractor under the agreement to COPA) 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. The contractor should exercise due diligence during bunkering by taking adequate oil pollution preventive measures including but not limited to the deployment of boom all around the craft.

26 Certificates

The Tug should have all Statutory Certificates as applicable.

27 Accommodation and Manning

1. The tug shall be registered as per the statutory requirements of D.G. (Shipping) for such operations to perform coastal voyages to neighbouring ports with the option of changing the manning pattern as per the requirements of the MS Act. The contractor should maintain an adequate number of crew in their payroll 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
3. Notwithstanding anything contained in 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 a valid certificate of competency as applicable. The contractor will be required to submit the attested copies of such certificate to COPA and produce the originals for verification as required also when the crew changes, their COC should be submitted to COPA.
5. The contractor shall at his own expense provide all safety gear 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 successful Bidder is required to operate the tug in accordance with the class requirements and Merchant Shipping Act. The tug is required to be manned under (Merchant Shipping Act), as per MS Act guidelines issued by DG (Shipping) for always performing coastal voyages while on contract with COPA. 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 bidder 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 COPA and produce the originals for verification as required.
11. During the currency of contract P&I certificate for crew to be always kept valid for crew-related claimsIn case of non-compliance.
12. The contractor should take a group insurance to cover the life, temporary, permanent disablement for all the personnel deployed at COPA 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, COPA 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 bidder 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 Bidder shall confirm to maintain the tug in its original IRS class or any other classification society as approved and notified by SSC-GTTP, during the entire contract period. COPA should be informed accordingly prior change of Class. The Bidder also shall confirm to maintain the tug in a staunch and seaworthy condition and undertake survey, dry docking, special surveys and other requirements in accordance with the act under which it is registered and agree to operate the tug and to provide the Class certificate and GTTP Certificate at the Bidder's cost.

30 Contract Agreement

The successful Bidder will be required to execute an agreement at his expense on non-judicial stamp paper worth of Rs. 100/- as per COPA format for the due and proper fulfilment of contract within **28 days** from the date of issue of letter of Acceptance (LOA). Pending preparation and execution of the contract agreement as above, the tender submitted by the

Contractor together with LOA shall constitute a binding contract between the COPA and the Contractor.

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

31 Access to the 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 the successful bidder, the bidder shall contact DEPUTY CONSERVATOR, Marine Department. The gate entry pass shall be on a chargeable basis as per Port's Scale of Rates. For long-term port entry/exit passes, the contractor needs to obtain police verification from all the personnel deployed at the Port about their contract. No crew members should leave the craft without permission of COPA.

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 **15 days in a year**. In case of non-availability of the offered tug due to Breakdown/repair and in such a case when no replacement/**Substitute 60 T BP tug** is not made available for operation, 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 COPA officials, the cost of the same shall be recovered from the contractor as deemed fit by COPA. 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 need to attend training and in drills conducted by COPA 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 impart periodical training to all crew and shore personnel and the training records may be **submitted upon request from COPA, if required.**

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

35 Veracity verification

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

36. Substitute tug

- A. Substitute/Similar tug shall be of similar or better in seaworthy operating condition subject to the following conditions:
Year of Build- less than 15- year-old at the time of commencement of contract
Overall Length- Maximum 35 metre
Freeboard: Maximum 3 metre
- B. In case of substitution with 60T Conventional Tug as per the provisions of the SOP for ASTDS- GTTP, the average fuel/ power consumption per hour of the offered Tug will be arrived based on the average fuel consumption of the main engine and DG set for a similar tug for the last six months worked in the port. In case the duration of having worked in Port is less than six months, the average fuel consumption of the Main Engine and DG set for the entire duration will be taken.
- C. In case of substitution with 60T Battery Electric Green Tug as per the provisions of the SOP for ASTDS-GTTP, the average fuel/ power consumption per hour of the offered Tug will be as per the declaration provided in Section 4 (u).
- D. **The substitute tug details along with necessary certificates to be submitted before commencement of contract.**
- E. The fuel , Fresh water , Shore power , berthing facility for the substitute tug will be provided by Port on Port Account.
- F. The Charter Hire rate per day for Substitute tug to be as follows:

Case-I: (Substitution with Conventional Tug)

In case the successful bidder supplies a **60T** Bollard Pull substitute Conventional Tug till deployment of the newly built Green Tug to commence the contract, daily charter hire

rate for the same tug shall be fixed at **40%** of the awarded daily Charter Hire Rate. Same rate applicable during the contract period also . During the contract period substitute conventional tug can be provided for a maximum period of 30 days per year.

Case-II: (Substitution with Battery Electric Green Tug)

In case the successful bidder supplies a 60T Bollard Pull substitute Battery Electric Green Tug till deployment of the newly built Green Tug, to commence the contract, daily charter hire rate for the same tug shall be fixed at **90%** of the awarded daily Charter Hire Rate.

- G. Age of the substitution tug (conventional type) (deemed to be Indian Flagged Tug/foreign flag- registered in India upto 15-01-2021) of less than 15- year-old. However, average Fuel oil consumption of the substitute tug to be compared with similar capacity tugs operating in the port {6months' average fuel oil consumption/hr (ME/AE) of latest hired tug of same capacity at Cochin Port}, if found higher, then the difference of cost of fuel oil consumption/hr (ME/AE) will be recovered from the contractor.
- H. Substitute 60 T BP conventional or Battery operated electric green tug (Indian Flag / Foreign flag) offered shall be allowed to operate for 15 months (12 months from the date of commencement of contract + 3 months penalty period) only for commencement of contract.
- I. New-built ASTDS -GTTP tug should be deployed within 39 months (24 months +12 months with penalty as applicable + 3 months with penalty as applicable) from the date of issue of work order, failing which the contract/s shall be liable to be terminated and the Performance Security will be forfeited unless the port authority specifically grants an extension period with reasons to be recorded in writing.
- J. The deployed **Substitute 60 T BP Battery-operated electric green tug (Indian Flag / Foreign flag)** shall be registered in India and approved by the IRS class

37 NEW DESIGN

In case where the buyer records any of the following:

- 1) New technology other than battery electric Tug.
- 2) Any other alternate propulsion

A separate design confirming to the buyer's requirement may be developed by the respective builder/designer. The workmanship and quality of the vessel set out by this specification shall be complied with in such cases also if the vessel is intended to be operated in Indian Port's. These new designs must be presented to the SSC committee for evaluation and GTTP compliance before being classified as ASTDS- GTTP Designs.

In case any Green alternative fuel is used for alternate propulsion, the bidder shall make necessary arrangements for receiving Green alternative fuel. Port will reimburse the charges for the Green alternative fuel with all applicable taxes and transportation charges at actuals on submission of original bills.

Section7

List of Forms

S. No.	Form No.	Description of Form
1	FORM-I	TENDERFORM
2	FORM-II	BIDSECURITYDECLARATION
3	FORM-III	INTEGRITYPACT
4	FORM-IV	PROFILEOFTHEBIDDER
5.	FORM-V	DETAILS OFSIMILARWORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)
6	FORM-VI	ANNUALTURNOVER
7	FORM-VII	POWEROFATTORNEY
8	FORM-VIII	FORMATOFPERFORMANCEGUARANTEE
9	FORM-IX	LETTEROFACTENCE
10	FORM-X	CHARTERPARTYAGREEMENT
11	FORM – XI	EVIDENCE TOWARDS SITE VISIT
12	FORM – XII	UNDERTAKING FROM ESS SUPPLIER
13	FORM – XIII	UNDERTAKING FROM ELECTRICAL INTEGRATOR
14	FORM – XIV	UNDERTAKING FROM BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD & ELECTRICAL INTEGRATOR UPON SELECTION.
15	FORM – XV	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING
16	FORM – XVI	FORMAT FOR INFORMATION REGARDING LITIGATION
17	FORM – XVII	DECLARATION BY BIDDER
17A	FORM – XVII A	PORT'S SPECIFIC REQUIREMENT
18	FORM – XVIII	GTTP COMPLIANCE DECLARATION
19	FORM – XIX	GTTP COMPLIANCE CERTIFICATE
20	FORM – XX	UNDERTAKING FROM SHIPYARD IN INDIA
21	FORM – XXI	FUEL CONSUMPTION FOR DG SET, SHORE POWER AND FUEL CONSUMPTION
22	FORM – XXII	DOCUMENT LIST TO BE SUBMITTED BY BIDDER TO CONSIDER RESPONSIVENESS

Form-I:Tender form

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

Date: DD/MM/YYYY

To,
DEPUTY CONSERVATOR
Cochin Port Authority

Sir/Madam,

Sub: "CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY"– Reg.

Reference: **TenderNo.MD/Green Tug Transition/2025 dated..../../2025**

- 1) I/We, (Name of bidder) having examined the Tender Document and understood its contents, hereby submit our bid for to COPA
- 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 COPA any additional information it may find necessary or require supplementing or authenticate the Tender.
- 4) I/We acknowledge the right of COPA 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 COPA 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 COPA 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 COPA in the matter of examination, evaluation and selection of successful bidder and shall refrain from challenging or questioning any decision taken by COPA in this regard

Thanking you,

Yours faithfully,

Signature of authorized signatory of firm/Lead member

(Seal)

.....

Name:

Designation:

Date:

Address:

Enclosures:

Form-II: Bid security declaration

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

Date: DD/MM/YYYY

To,

DEPUTY CONSERVATOR
COPA
Kochi-682009

Sir/Madam,

Sub: "CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN 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 –II B

Specimen Bank Guarantee Form for EMD

[The Bank shall fill in this Bank Guarantee Form in accordance with the instructions indicated. To be executed on ₹100/- non-judicial Stamp Paper]

[Bank's Name, and Address of Issuing Branch or Office]

Beneficiary: Board of members of the *Cochin Port Authority*,

Date: _____

TENDERGUARANTEE No.: _____

We have been informed that *[name of the Tenderer]* (hereinafter called "the Tenderer") has submitted to you its Tender dated (hereinafter called "the Tender") for the execution of *[name of contract]* under Invitation for Tenders No. *[number]*. Furthermore, we understand that, according to your conditions, Tenders must be supported by an Earnest Money Deposit (EMD).

At the request of the Tenderer, we *[name of Bank]* hereby irrevocably undertake to pay you any sum or sums not exceeding in total an amount of *[amount in figures]* (*amount in words*) upon receipt by us of your first demand in writing accompanied by a written statement stating that the Tenderer is in breach of its obligation(s) under the Tender conditions, because the Tenderer: Has withdrawn its Tender during the period of Tender validity specified by the Tenderer in the Form of Bid/Tender ; or

Having been notified of the acceptance of its Tender by the Employer/Board during the period of Tender validity, (i) fails or refuses to execute the Agreement, if required, or (ii) fails or refuses to furnish the performance guarantee, in accordance with the Instructions to Bidders/Tenderers.

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

This guarantee will expire unless otherwise extended or informed by the Employer/Board:

If the Tenderer is the successful Tenderer, upon our receipt of copies of the contract signed by the Tenderer and the performance guarantee issued to you upon the instruction of the Tenderer;

or

(a) If the Tenderer is not the successful Tenderer, upon the earlier of

- (i) Our receipt of a copy of your notification to the Tenderer of the name of the successful Tenderer; or
- (ii) Bank Guarantee shall be valid for a period of 6 months and have a claim period of 3 months.

"Notwithstanding anything contained herein:

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

Consequently, any demand for payment under this guarantee must be received by us at the office on or before that date

[signature(s)]

[Authorisation letter from the issuing bank that the signatory of this BG is authorised to do so
Page 65
Should also be enclosed]

Form-III: Integrity pact

PROFORMA OF PRE CONTRACT INTEGRITY PACT

(To be signed on Plain Paper)

(To be submitted as part of Technical bid)

Tender No.....; Tender Title:

This Agreement (hereinafter called the Integrity Pact) is made on _____ day of the month of _____ 2024 at _____, India BETWEEN THE BOARD OF MAJOR PORT AUTHORITY FOR COCHIN PORT commonly known as COCHIN PORT AUTHORITY, a Body Corporate under the Major Port Authorities Act, 2021, with its Administrative Office at Willingdon Island, Cochin-682009, represented by its Chief Mechanical Engineer, Sri, S/o Sri....., aged ...years residing at(address).....(hereinafter called the "The Principal", which expression shall mean and include unless the context otherwise requires, his successors in office and assigns) of the First Part AND M/s. _____ represented by Shri.....Chief Executive Officer (hereinafter called the "BIDDER" which expression shall mean and include, unless the context otherwise requires, his successors and permitted assigns) of the Second Part.

PREAMBLE

"The Principal" intends to award, under laid down organizational procedures, contract/ s for _____, "The Principal" values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/ transparency in its relations with its Bidder(s) and/ or Contractor(s). In order to achieve these goals, the Principal shall appoint Independent External Monitors (IEMs) who shall monitor the tender process and the execution of the contract for compliance with the principles mentioned above.

Section 1 -Commitments of the "The Principal"

(1) "The Principal" commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- a. No employee of the Principal, personally or through family members, shall in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- b. The Principal shall, during the tender process, treat all Bidder(s) with equity and reason. The Principal shall in particular, before and during the tender process, provide to all Bidder(s) the same information and shall not provide to any Bidder(s) confidential/ additional information through which the Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
- c. The Principal shall exclude from the process all known prejudiced persons.

(2) If the Principal obtains information on the conduct of any of its employees, which is a criminal offence under the IPC/ PC Act, or if there be a substantive suspicion in this regard, the Principal shall inform the Chief Vigilance Officer and in addition, can initiate disciplinary actions.

Section 2 -Commitments of the “Bidder/ Contractor”

(1) The “Bidder/ Contractor” commit themselves to take all measures necessary to prevent corruption. The „Bidder/ Contractor“ commit themselves to observe the following principles during participation in the tender process and during the contract execution.

- a. The “Bidder/ Contractor” shall not, directly or through any other person or firm, offer, promise, or give to any of the Principal’s employees involved in the tender process or the execution of the contract, or to any third person any material or other benefit which he is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
- b. The ‘Bidder/ Contractor’ shall not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the tender process.
- c. The ‘Bidder/ Contractor’ shall not commit any offence under the relevant IPC/ PC Act; further, the ‘Bidder/ Contractor’ shall not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- d. The ‘Bidder/ Contractor’ of foreign origin shall disclose the name and address of the Agents/ representatives in India if any. Similarly, the Bidder/ Contractors of Indian Nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the “Guidelines on Indian Agents of Foreign Suppliers” shall be disclosed by the Bidder/ Contractor. Further, as mentioned in the Guidelines, all the payments made to the Indian agent/ representative have to be in Indian Rupees only. Copy of the “Guidelines on Indian Agents of Foreign Suppliers” is placed in Appendix to this agreement.
- e. The ‘Bidder/ Contractor’ shall, when presenting their bid, disclose any and all payments made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the contract.
- f. Bidder/ Contractor who have signed the Integrity Pact shall not approach the Courts while representing the matter to IEMs and shall wait for their decision in the matter.

(2) The ‘Bidder/ Contractor’ shall not instigate third persons to commit offences outlined above or be an accessory to such offences.

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

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

Section 4 -Compensation for Damages

(1) If the Principal has disqualified the „Bidder/ Contractor“ from the tender process prior to the award according to Section 3, the Principal is entitled to demand and recover from „Bidder/ Contractor“ the damages equivalent to Earnest Money Deposit/ Bid Security.

(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to demand and recover from the contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee.

Section 5 -Previous transgression

(1) Bidder declares that no previous transgressions occurred in the last three years with any other Company in any country conforming to the anti-corruption approach or with any Public Sector Enterprise in India that could justify his exclusion from the tender process.

(2) If Bidder makes an incorrect statement on this subject, he can be disqualified from the tender process, or action can be taken as per the procedure mentioned in “Guidelines on Banning of business dealings”.

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

(1) In the case of Sub-contracting, the Principal Contractor shall take responsibility for the adoption of the Integrity Pact by the Sub-contractor.

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

(3) The Principal shall disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

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

If the Principal obtains knowledge of the conduct of a Bidder, Contractor or Subcontractor, or of an employee or a representative or an associate of a Bidder, Contractor or Subcontractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal shall inform the same to the Chief Vigilance Officer.

Section 8 -Independent External Monitor

(1) The BUYER/ EMPLOYER has appointed the following panel of Independent Monitors (hereinafter referred to as Monitors) for this Pact in consultation with the Central Vigilance Commission:

- (i) Shri. Harishwar Dayal, IDSE (Rtd.)
H-2, Lawyer Colony, Bypass Road,
Agra-282005 (UP)
Mobile No:9412095786
Email: dayalagra@gmail.com
- (ii) Shri. Deepak Chaturvedi, ITS (Retd)
Flat No.1, Sanchar Vihar,
C-58/4, Sector-62,
Uttar Pradesh, Noida-201301
Mobile No:9930408711
Email ID :chaturvedideep@rediffmail.com

The task of the Monitor is to review independently and objectively whether and to what extent the parties comply with the obligations under this agreement.

- (2) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. The Monitor would have access to all Contract documents whenever required. It shall be obligatory for him/ her to treat the information and documents of the Bidders/ Contractors as confidential. He/ she reports to the Head of the Procuring Organization.
- (3) The Bidder(s)/ Contractor(s) accepts that the Monitor has the right to access without restriction to all Project documentation of the Principal, including that provided by the contractor. The contractor shall also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to their project documentation. The same is applicable to Sub-contractors project documentation. The same is applicable to Sub-contractors.
- (4) The Monitor is under contractual obligation to treat the information and documents of the Bidder/ Contractor(s)/ Sub-contractor(s) with confidentiality. The Monitor has also signed declarations on „Non-Disclosure of Confidential Information“ and of „Absence of Conflict of Interest“. In case of any conflict of interest arising at a later date, the IEM shall inform the Head of the Procuring Organization and rescue himself/ herself from that case.
- (5) The Principal shall provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the contractor. The parties offer the Monitor the option to participate in such meetings.
- (6) As soon as the Monitor notices, or believes to have noticed, a violation of this agreement, he shall so inform the Management of the Principal and request the Management to discontinue or 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.
- (7) The Monitor shall submit a written report to the Head of the Procuring Organization within 8 to 10 weeks from the date of reference or intimation to him by the Principal and, should the occasion arise, submit proposals for correcting problematic situations.
- (8) If the Monitor has reported to Head of the Procuring Organization, a substantiated suspicion of an offence under relevant IPC/ PC Act, and Head of the Procuring Organization has not, within the reasonable time, taken visible action to proceed against such offence or reported it to the Chief Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
- (9) The word ‘Monitor’ would include both singular and plural.
- (10) In the event of any dispute between the Management and the Contractor, incase, both the parties are agreeable, dispute may be settled through mediation before the panel of IEMs in a time bound manner. If required, the organizations may adopt any mediation rules for this purpose.
- (11) The fees/ expenses on dispute resolution shall be equally shared by both the parties.
- (12) A person signing the IP shall not approach the Courts while representing the matters to IEMs and he/ she will await their decision in the matter.

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

Section 9 -Pact Duration

This Pact begins when both parties have legally signed it. It expires for the contractor 12 months after the last payment under the contract and for all other Bidders 6 months after the contract has been awarded. Any violation of the same would entail disqualification of the bidders and exclusion from future business dealings. If any claim is made/ lodged during this time, the same shall be binding and continue to be valid despite the lapse of this pact as specified above unless it is discharged/ determined by the Head of the Procuring Organization.

Section 10 -Other provisions

- (1) This agreement is subject to Indian Law. The place of performance and jurisdiction is the Registered Office of the Principal, i.e., New Delhi.
- (2) Changes and supplements, as well as termination notices, need to be made in writing. Side agreements have not been made.
- (3) If the contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turnout to be invalid, the remainder of this agreement remains valid. In this case, the parties shall strive to come to an agreement with their original intentions.
- (5) Issues like Warranty/ Guarantee etc., shall be outside the purview of IEMs.
- (6) In the event of any contradiction between the Integrity Pact and its Appendix, the Clause in the Integrity Pact shall prevail.

For and on behalf of the Principal
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of 'Bidder/ Contractor'
(Name of the Officer and Designation)
(Office Seal)

For and on behalf of the Principal
Place Date

Form-IV:Profile of the bidder

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

RTGS*-Code of the Branch	
NEFT** -Code of the Branch	
MICR Code	

RTGS - Real Time Gross Settlement"*

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

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

[Name and Designation of Signatory]

Person

Seal & Signature of Authorized

Name:

Designation:

Date:

Name of Firm:

Place:

Address:

Form-V: Work executed during last 7 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.

PAYMENT RECEIPT DETAILS OF M/s _____ (firms name) CERTIFIED BY STATUTORY AUDITOR / CHARTERED ACCOUNTANT

Contractor's Experience in similar projects only:

Details of payment received for the completed portion / part of the contract for similar work during the last seven years

Sl. No.	Name of Project	Work Order No. and Date	Completion certificate No & date	Actual period of contract (including extensions if any)	Project Value in INR	Final completed Value as per the completion/ performance certificate in INR (Excl. of GST)	Name and contact details of the client
						From	
1							
2							
3							

I hereby **declare** that the information given in this **Form V** is true and correct to the best of my knowledge and belief and have been furnished duly verifying the documents submitted by the bidder.

Name of the Statutory Auditor:

Signature & Seal of the Statutory Auditor / Chartered Accountant

UDIN No:

PhNo : Email ID :

Note:

- The bidder has to submit the details of payments received for the works executed in Form V in full, duly signed and sealed by the statutory auditor with the UDIN number. Further, in case of

false certification by the statutory auditor, same shall be informed to the Institute of Chartered Accountants of India (ICAI), for necessary action deemed fit.

- b. The works declared by the bidder in Form V only shall be considered for technical qualification of the bidders. LOA/Work orders/Agreements other than the ones mentioned in this Form V shall not be considered for evaluation, even if they have been uploaded along with the technical bid. Bidder shall not have any claim on this account later on.
- c. Additional sheets may be used if necessary.
- d. *Copy of the documentary proof for the completed works / completed portion of the work (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.*

DATE:

BIDDER'S SIGNATURE WITH STAMP

FORM-VI: ANNUAL FINANCIAL TURNOVER CERTIFIED BY CHARTERED
ACCOUNTANT

M/s. (Indicate Name of the Firm) .

Bidders should provide financial information as detailed below to demonstrate that they meet the Qualifying requirements of MQC. If required, separate sheets may be used to provide complete financial information

Firm's Financial Data: Turnover of the firm

Sl.No.	Particulars	Turnover in INR**
1	FY2021 – 2022	
2	FY2022 – 2023	
3	FY2023– 2024	
Average of 03 years		

****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 certified by CA with UDIN No. The copy of document should be duly notarized, subject to production of the originals when demanded.

Name of the Chartered Accountant:

Signature & Seal of the Chartered Accountant:

UDIN No:

DATE:

BIDDER'S SIGNATURE WITH STAMP

Form-VII: Proforma of Power of Attorney

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

Know all men by these presents, we (Name of firm with address of the registered office) do hereby constitute, appoint and authorize Mr./Ms. (Name and residential address who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to for "**CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY**" including signing and submission of all documents and providing information/responses to DEPUTY CONSERVATOR (Authorized Officer of the Issuing Authority)/, COPA (Issuing Authority) representing us in all matters, dealing with COPA 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/ Sectioned Bank in India)

From: _____

Name and Address of the Bank _____

To

DEPUTY CONSERVATOR

COPA

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

In favour of

The Board of Directors of COPA having its office at Cochin Port Authority, Willingdon Island, Kochi-682009 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 /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY" , (hereinafter called to as "the Contract") and the COPA has issued Letter of Award for the Award of Contract to the Successful bidder.

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

NOW THIS DEED WITNESSETH that in consideration of the premises, 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 /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL

MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY" in accordance with the bid documents.

b) We, the Guarantor, shall without demur, pay to the COPA an amount not exceeding Rs.....(Rupees.....only) within five (5) days of receipt of a written demand thereof from the COPA 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, COPA 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 COPA or by the extension of time of performance granted to the Contractor or any postponement for any time of the power exercisable by the COPA against the Contractor or forebear or enforce any of the terms and conditions of the Contract and we shall not be relieved from our obligations under this Guarantee on account of any such variation, extension, forbearance or omission on the part of COPA or any indulgence by the COPA 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 Cochin 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 encashed able at Cochin (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: Letter of acceptance

Sub: "CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY"– Reg.

To

DEPUTY CONSERVATOR
COPA, Kochi-682009

This has reference to the Proposal being submitted by us in respect of the Contract for "CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY "in response to the tender document issued by COPA

We hereby confirm the following:

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

- The tender document issued by COPA
- All subsequent communications between COPA 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 COPA, 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 COPA have under a Charter party entered into an agreement with M/s..... for "CHARTERING /HIRING OF 1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION, MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY"

(Tender Issuing Authority)

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

NOW THIS AGREEMENT WITNESSETH

1. In this agreement words and expressions shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this agreement, viz.,
 - a) This contract agreement
 - b) Notice Inviting Tender
 - c) General Instructions to Bidders
 - d) Instruction for Online Bid Submission
 - e) Instruction to Bidders (ITT)
 - f) Scope of Work
 - g) General Conditions of contract
 - h) Special conditions of contract
 - i) Addendum/ Corrigendum of tender documents
 - j) BOQ
 - k) Letter of Acceptance
 - l) Performance Security/Bank Guarantee

Other conditions agreed and documented through various correspondence dated

3. The contractor let and COPA (Tender Issuing Authority) hire the good (60 T 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 COPA 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 prorate 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 Cochin
8. This agreement, together with the schedule hereto constitutes and entire agreement of the parties with respect to the subject matter hereof and supersedes and cancels all prior understandings or agreement, verbal or otherwise in relation thereto, which may exist between the parties evidenced in or writing or signed by the parties hereto subsequent to the date of execution of this agreement shall be considered a part of this agreement if so desired by the parties hereto.

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

For M/s._____

(Contractor)

For COPA

(erer)

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 CoPA representative Shri _____, (Designation) _____ for the work of “.....” at and inspected the site and other issues related to tender to my satisfaction.

Seal, Name and Signature of the bidder	Name, designation and Signature of.... representative who assisted bidder during site visit.	Seal, name and signature of ME GR-1

(To be submitted before commencement of keel laying)

Form-XII: Undertaking from ESS Supplier (Optional)
(To be submitted before the commencement of keel laying)

Form-XII: Undertaking from ESS Supplier (Optional)

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: xxxxxxxxxxxx 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 the following:

- a. ESS Capable of Two full harbour operations 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-XIII: Undertaking from Electrical Integrator (Optional)

(To be submitted before 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: xxm00000c000c 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-XIV: 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-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 as on date of submission of the tender.

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 -----, does not have any litigation / Arbitration History against COPA 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

The Deputy Conservator

Marine Department

Cochin Port Authority

Sub: Declaration by Bidder

Tender Reference No._____

Name of the 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 Ports specified requirements specified in Annexure-A of Form XVII.
3. Any deviations from the IPA published specification on 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 Seal

Form-XVII (Annexure-A): Ports Specific Requirement

SI No.	Specifications	Requirement by CoPA
1.	Operating Profile	Berthing and unberthing of vessels in Cochin port including SPM operations
2.	Vessel Registration	MS Act - River Sea Type 4/ Indian Coastal Vessel
3.	External Fi- Fi	Yes
4.	AFT towing Winch	Yes
5.	Deck Crane, in addition to rescue boat davit	Yes
6.	Oil Spill Response (Dispersant arm & containment boom)	Yes
7.	ESS	<p>The battery charging time should be one hour for charging the battery from low battery level to high battery level (example 20% to 80%) based on battery system design as applicable, Meeting the energy requirement of two operating cycles (120 min + 120 mins) in battery power only. For further range extension such as SPM operations etc , generator should be able to meet the energy requirement in tandem with the battery.</p> <p>The tenderer must indicate the capacity of shore power necessary for meeting the above requirement.</p>

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 _____ $\geq 70\%$
- 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 Shipyard in India (Optional)
(To be given on Shipyard Letter Head)

(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. The bidder has a pre-submission tie-up with us for the construction of a GTTP Compliant Green Tug as per General Specifications of Green Tug Transition Programme (GTTP) Phase-I, promulgated by the Indian Ports Association on its website on 29.10.2024.
3. We shall be responsible and will be submitting the technical specifications of the Green Tug to SSC and get its approval before the award of the work order.
4. After, the construction of the Green Tug, we shall be responsible for getting the GTTP Compliance Certificate from any recognized 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 the previous financial year.

Yours Faithfully,

(Signature of the Shipyard, with Official Seal)

Form-XXI: Fuel consumption and Shore Power

Fuel for DG set per hour per set = ---- Litres per hour

Total Fuel Consumption of DG Set in Litres per HOUR at 100 % MCR with 2 DG sets running	
Total Fuel Consumption of DG Set in Litres per HOUR at 85 % MCR with 2 DG sets running	
Total Fuel Consumption of DG Set in Litres per HOUR at 50 % MCR with 2 DG sets running	
Total Fuel Consumption of DG Set in Litres per HOUR at 25% MCR with 2 DG sets running	

Shore Power for charging per hour = ---- Units per Hour

Total Shore Power for charging in units per hour	
--	--

Form-XXII: Document List

The Technical Bid shall be uploaded with the following documents duly sealed and signed in all pages.

1	EMD details (or) MSME/NSIC Certificate.									
2	GST Registration Certificate.									
3	Tender Document along with Pre-bid Clarifications, Corrigendum, and Addendums if any, to be submitted duly initialled on each page with the company's seal as a token of acceptance of Tender Conditions & Specifications as per Clause No. 2 of Techno Commercial Bid in Section 2									
4	Power of Attorney as per Form VII or Firm's Power of Attorney to be submitted. The Proprietorship firm need not submit "Power of Attorney" however, firm has to submit the Declaration.									
5	<p>(a) Audited Financial Statements for the last three financial years [2021-22, 2022-23 and 2023-24] i.e. balance sheets, profit and loss statements, duly sealed and signed by Chartered Accountant.</p> <p>(b) Average Annual Financial Turnover for the last three financial years [2021-22, 2022-23 and 2023-24] duly certified by the Chartered Accountant along with UDIN No. to be submitted as per Form VI.</p> <p>Average Annual Financial Turnover is calculated as follows: Annual Turnover of 2021-22 = A</p> <p>Annual Turnover of 2022-23=B</p> <p>Annual Turnover of 2023-24=C</p> <p>Average Annual Turnover = (A+B+C)/3</p>									
6	<p>Experience on similar works as per clause 3 section 1 (NIT details) executed during the last Seven years ending on last day of month previous to the one in which tenders are invited.</p> <ul style="list-style-type: none"> • The document /s (LOA/WorkOrder/Agreement) submitted shall clearly indicate the Contract Price and Contract Period. • Satisfactory Work Completion Certificate from client's letter head (Not in bidder's letter head) shall clearly indicate the total executed Contract Price and Contract Period. 									
7	TDS Certificate towards the proof of payment received from the clients to be submitted. However, TDS certificate is not mandatory for contract executed with Govt/PSU/Major Ports.									
8	PAN Card Copy									
9	<ol style="list-style-type: none"> 1. Undertaking from the shipyard in Form -XX 2. GA Plan approved by the shipyard. 3. Undertaking from bidder to provide intent of entering in to an agreement with shipyard, ESS supplier and Electrical Integrator upon selection. 									
10	Forms to be submitted during bid submission									
	<table border="1" style="width: 100%;"> <thead> <tr> <th style="text-align: center;">Sl. No.</th> <th style="text-align: center;">Form No.</th> <th style="text-align: center;">Description of Form</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td style="text-align: center;">FORM-I</td> <td>TENDER FORM</td> </tr> <tr> <td style="text-align: center;">2</td> <td style="text-align: center;">FORM-II</td> <td>BID SECURITY DECLARATION</td> </tr> </tbody> </table>	Sl. No.	Form No.	Description of Form	1	FORM-I	TENDER FORM	2	FORM-II	BID SECURITY DECLARATION
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1	FORM-I	TENDER FORM								
2	FORM-II	BID SECURITY DECLARATION								

	3	FORM-III	INTEGRITY PACT
	4	FORM-IV	PROFILE OF THE BIDDER
	5.	FORM-V	DETAILS OF SIMILAR WORKS/EXPERIENCE (Inclusive of Work Order, Completion etc.)
	6	FORM-VI	ANNUAL TURN OVER
	7	FORM-VII	POWER OF ATTORNEY
	8	FORM-VIII	FORMAT OF PERFORMANCE GUARANTEE
	9	FORM - IX	LETTER OF ACCEPTENCE
	10	FORM - X	CHARTER PARTY AGREEMENT
	11	FORM - XI	EVIDENCE TOWARDS SITE VISIT
	12	Form - XIV	UNDERTAKING FROM THE BIDDER TO PROVIDE INTENT OF ENTERING IN TO AGREEMENT WITH SHIPYARD AND ESS SUPPLIER & ELECTRICAL INTEGRATOR UPON SELECTION
	13	FORM - XV	FORMAT FOR UNDERTAKING REGARDING DEBARRING / BLACKLISTING
	14	FORM - XVI	FORMAT FOR INFORMATION REGARDING LITIGATION
	15	FORM - XVII	DECLARATION BY BIDDER
	16	FORM - XVII Annexure A	PORT'S SPECIFIC REQUIREMENT
	17	FORM - XVIII	GTTP COMPLIANCE DECLARATION
	18	Form XXII	DOCUMENT LIST
11	Forms to be submitted at the time of keel laying		
	1	FORM - XIX	GTTP COMPLIANCE CERTIFICATE
	2	FORM - XX	UNDERTAKING FROM SHIPYARD IN INDIA
	3	FORM - XII	UNDERTAKING FROM ESS SUPPLIER
	4	FORM - XIII	UNDERTAKING FROM ELECTRICAL INTEGRATOR
12	Forms to be submitted at the time of commencement of contract		
	1	FORM - XXI	FUEL CONSUMPTION FOR DG SET, SHORE POWER AND FUEL CONSUMPTION

The bidder has to upload the Technical Bid (Full Shape) and the Price Bid in e-Tender Portal only in the respective event and NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.

- 1) Technical offer with counter condition shall be liable for rejection and disqualification.*
- 2) All Annexure to be neatly typed in firm's letter head and submitted.*

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 Format

<u>Item Rate BoQ</u>					
<p>Tender Inviting Authority: Deputy Conservator, Cochin Port Authority</p> <p>Name of Work: " CHARTERING /HIRING OF1 NO. 60T BOLLARD PULL CAPACITY GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG ALONG WITH MANNING, OPERATION,MAINTENANCE AND COMPLETE TECHNICAL MANAGEMENT FOR A PERIOD OF 15 YEARS FOR COCHIN PORT AUTHORITY"</p> <p>Tender No: dated</p>					
Name of the Bidder/ Bidding Firm/ Company:					
<u>PRICE SCHEDULE</u>					
<p>(This BOQ template must not be modified/ replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)</p>					
SL. No.	Item Description	Quantity	Units	RATE PER DAY in Figures to be entered by the Bidder in Rupees	TOTAL AMOUNT In words
1	CHARTER HIRE RATE PER DAY (24 HOURS) FOR GTTP (GREEN TUG TRANSITION PROGRAMME) COMPLIANT BATTERY ELECTRIC GREEN TUG (BASIC RATE EXCLUDING GST)	1.0	Days		

Note:

- GST will be paid as applicable.
- The PRICE BID HAS TO BE UPLOADED online ONLY in the E-Tender Portal .
- NO HARD COPY FOR PRICE BID WILL BE ACCEPTED.
- Price bid evaluation will be as per Clause No. Section 4- 2(t)& (u)

Schedule-II

General Specifications of Green Tug Transition Programme (GTTP) Phase-I as published by IPA on 29.10.2024 are available in the following link

<https://www.ipa.nic.in/tenderdetail.cshtml?tid=1318>

http://drive.google.com/file/d/1J8MnCzz1Uw1dMlbJuzyMUzLP4icASZ72/view?usp=drive_link

<https://drive.usercontent.google.com/download?id=1J8MnCzz1Uw1dMlbJuzyMUzLP4icASZ72&export=download>