



पारादीप पत्तन प्राधिकरण
PARADIP PORT AUTHORITY
MARINE DEPARTMENT
PARADIP PORT - 754 142, ODISHA (INDIA)



No. MD/ACCTS/WK/R-4/2022/1496

Date: 28/11/2023

29

To

M/s. Ocean Sparkle Limited,
8-3-975, Plot No. 128, Srinagar Colony,
Hyderabad - 500 073, Telangana.

E-mail: oslhyd@oceansparkle.in

Sub: Work Order for "Supply of 01 No. 60 Ton Bollard Pull Tug along with Manning crew on Hire for Marine Operation at SPMs and inside Harbour at Paradip for a period of seven years".

Ref: (i) This Office e-Tender Call Notice No. MD/ACCTS/WK/R-4/2022/879 dt.06/07/2023.

(ii) Your Online Price Offer opened on dt.25/09/2023.

(iii) This Office LOA No. MD/ACCTS/WK/R-4/2022/1384 dtd.03/11/2023.

Dear Sir,

With reference to above, it is to intimate that the Competent Authority, PPA has accepted your negotiated offered price of Rs.81,43,41,600/- (Rupees Eighty-one Crore Forty-three Lakhs Forty-one Thousand Six Hundred) only @ Rs.3,18,600/- per day hire charges excluding GST which shall be paid at the prevailing rate towards "Supply of 01 No. 60 Ton Bollard Pull Tug along with Manning crew on Hire for Marine Operation at SPMs and inside Harbour at Paradip for a period of seven years" under the following terms & Conditions:

TERMS & CONDITIONS

1. SUBMISSION OF SECURITY DEPOSIT:

The Bank Guarantee bearing Nos. (i) 0394523BG0000047 dtd.16/11/2023; (ii) 0394523BG0000049 dtd.16/11/2023; (iii) 0394523BG0000050 dtd.16/11/2023; (iv) 0394523BG0000051 dtd.16/11/2023; (v) 0394523BG0000052 dtd.16/11/2023; (vi) 0394523BG0000053 dtd.16/11/2023, and (vii) 0394523BG0000054 dtd.16/11/2023 having validity till 28/02/2025, 28/02/2026, 28/02/2027, 28/02/2028, 28/02/2029, 28/02/2030 & 28/02/2031 respectively have been accepted which comes to an amount of Rs.8,14,34,164/- i.e. (Rs.1,16,33,452/- x 7) and shall be kept with PPA as Performance Security Deposit (PSD). The Bank Guarantee Sl. No. (i), (ii), (iii), (iv), (v), (vi) & (vii) shall be returned after satisfactory completion work for each year.

2. SIGNING OF AGREEMENT:

You are requested to sign the agreement in a non-Judicial stamp paper of Rs. 100/- within 15 days from the date of issue of Work Order. All the expenses towards signing the agreement shall be on your account.

Contd...



TELEPHONE NO. : 91-6722-222025, FAX : 91-6722-222445

Email : dc@paradiport.gov.in, deputyconservator.ppt@gmail.com, Website : www.paradiport.govt.in



3. **COMMENCEMENT OF WORK & LIQUIDATED DAMAGE (LD):**

You shall commence the work within 18 months or before on a mutually agreed date from the date of issue of work order. If you fail to commence the work within the stipulated period of 18 months then liquidated damages (LD) at the rate of Rs.50,000/- (Rupees Fifty Thousand) only per day will be levied up to a maximum period of 15 (fifteen) days, thereafter PPA reserves the right to extend further with payment of penalty or the contract may be cancelled along with forfeiture of performance security deposit.

You should engage the offered vessel at the time of commencement of contract. However, you may substitute the deployed tug by a sister/ similar/ better tug during the contract period provided the bollard pull criterion as specified in the tender is met and fuel consumption is same or lower than as stated by the Contractor in the bid. You shall submit all details of the substitute tug and obtain the approval of the Deputy Conservator before deployment.

4. **CONTRACT PERIOD:**

The contract shall remain valid for a period of seven years from the date of commencement of service. However, contract can be extended beyond seven years on mutually agreed basis at the same rate, terms and conditions for a reasonable period to meet the operational requirement.

5. **SCOPE OF WORK & TECHNICAL SPECIFICATIONS**

The contract involves supply of 01 Nos. 60 Ton Bollard Pull Tug including operational crew for assisting Mooring / Un-mooring of VLCCs or ULCCs at the single point mooring (SPM) located about 10 miles from the port and attending to shipping movements at south oil jetty and in the harbour & other port operations as per requirement.

(i) **BROAD SPECIFICATIONS OF THE NEW TUGS AS PER ASTDS:**

Sl. No.	Particulars	Specification of Tug
1	Age	New Tug
2	Contract Period	7 years from the date of commencement of contract.
3	Built	<p>The Tug(s) to be charter hired shall be either of the following :-</p> <ol style="list-style-type: none">Under Atmanirbhar Bharat Abhiyan Policy,<ol style="list-style-type: none">The tug(s) shall be "Make in India" in accordance with ASTDS (Approved standardized Tug Design & Specifications).The minimum time provided for mobilization of a new Tug built in India as per ASTDS shall not be less than the time required to build new Tugs in the International Market, which is generally 15 months for the first Tug.In case none of the bidders in a tender is in a position to provide India built tugs, then the bidders shall be granted the option of offering an alternate tug meeting the operational requirements of the Port, on the condition that the tug initially offered is substituted with an India built tug as per the specification of ASTDS not later than 18 months from the date of commencement of the charter, failing which the party shall be liable for appropriate penalties as



		<p>laid out in the tender. Such defaulting parties shall thereafter be barred from participation in further tenders for chartering of any type of vessels for all Ports under the Ministry of Shipping (MoS).</p> <p>d) The Tug flying the flag of India (i.e, registered in India) up-to the mid night of 15.01.2021 shall be deemed to be Indian built vessel.</p> <p>MAIN PARTICULARS:</p> <p>The principal design characteristics of the vessel shall be as follows:</p> <table><tr><td>Length overall</td><td>abt. 33.0 m</td></tr><tr><td>Length between perpendiculars</td><td>abt. 31.0 m</td></tr><tr><td>Breadth moulded</td><td>abt. 11.9 m</td></tr><tr><td>Depth midships</td><td>abt. 5.4 m</td></tr><tr><td>Hull draught</td><td>abt. 3.9 m</td></tr><tr><td>Navigational draught</td><td>abt. 5.0 m</td></tr><tr><td>Gross tonnage</td><td><500 GT</td></tr></table>	Length overall	abt. 33.0 m	Length between perpendiculars	abt. 31.0 m	Breadth moulded	abt. 11.9 m	Depth midships	abt. 5.4 m	Hull draught	abt. 3.9 m	Navigational draught	abt. 5.0 m	Gross tonnage	<500 GT
Length overall	abt. 33.0 m															
Length between perpendiculars	abt. 31.0 m															
Breadth moulded	abt. 11.9 m															
Depth midships	abt. 5.4 m															
Hull draught	abt. 3.9 m															
Navigational draught	abt. 5.0 m															
Gross tonnage	<500 GT															
	Classification	<p>The Tug shall be built in accordance with the rules and regulations of the Indian Register of Shipping (IRS) and according to the following notations:</p> <p>ISUL, IY, TUG, AGNI 1 (2400 m3/hr)</p> <p>or equivalent notations of any other IACS member society. For any optional notations in addition to the above, including INWATER SURVEY etc., necessary changes in accordance with the respective class notations shall be made by the builder/designer.</p>														
	Statutory	<p>The Tug shall be designed and built as Coastal Vessel as per DGS Order 01 of 2014 or its latest amendment as applicable at the time of vessel construction.</p> <p>In case the Vessel is to be designed as River Sea Vessel/Sea Going Vessel, necessary changes as required by relevant statutory regulations as applicable are to be considered.</p> <p>The vessel shall sail under Indian Flag.</p>														
	Rules and Regulations	<p>Tug shall be in compliance with all relevant International Standards as applicable at the time of construction, including (but not limited to) the following:</p> <ul style="list-style-type: none">• COLREGS - International Regulations for Preventing Collisions at Sea.• Load Lines, 1966/1988 - International Convention on Load Lines, 1966, as Amended by the Protocol of 1988.• MARPOL - International Convention for the Prevention of Pollution from Ships.• Tonnage - International Convention on Tonnage Measurement of Ships, 1969.														

		<ul style="list-style-type: none"> • 2008 IS Code – International Code on Intact Stability, 2008. • International Labour Conference – Maritime Labour Convention, 2006. • IMO regulations A 468 (Noise levels) and ILO Recommendation R141 as far as practicable for tugs. • International Convention on the Control of Harmful Anti-Fouling Systems on Ships, 2001.
4	Bollard Pull capacity	<p>The vessel shall have at least 60 tonnes of Bollard pull in ahead direction at 100 % MCR of the engine.</p> <p>Bollard pull of the vessel has to be assessed during performance trials. The vessel is to demonstrate a minimum static bollard pull of about 60 tons in the ahead direction with vessel loaded to design draught. During the bollard pull trials, adequate propeller immersion is to be ensured.</p> <p>The depth of water below keel is not to be less than 2 times the maximum draught of the vessel.</p> <p>Length of the tow ropes, measured between the stern of the vessel and the test bollard, shall be at least two times the length of the vessel.</p> <p>Bollard pull shall be measured by a calibrated dynamometer.</p> <p><u>Area of Operation:</u></p> <p>The Tugs shall be operated at SPM 1, 2, & 3 and inside Harbour area of Paradip Port Authority.</p>
5	Certificates	<p>The Firm shall provide the following valid certificates at the time of engagement of Tugs.</p> <ol style="list-style-type: none"> a) Certificate of Classification for Hull and Machinery Survey. b) Bollard Pull Certificate. c) International Tonnage Certificate. d) Load Line Certificate. e) Ship safety Construction Certificate. f) Ship safety Equipment Certificate. g) Radio Telephone Certificate. h) Certificate of Anchors, Chains, Life Saving equipment and Fire fighting equipment. i) International Oil Pollution Prevention Certificate. j) Builder's Certificate. k) Certificates of anchoring and mooring equipment. l) Certificates for Compass adjustment. m) Trim and Stability Booklet. n) MARPOL Annex IV Sewage Pollution Prevention Certificate. o) All other certificates as required by the Class.

6	Type of Propulsion	Tractor / Reverse tractor of cycloidal, Z-peller or steerable rudder propulsion system inclusive of Azimuth stern drive tug(s).
7	Main Engine	Twin Engine with wheel house control operations or similar flexible arrangement, IC engines operating on LSHFHSO.
8	Auxiliaries	<p>FIRE FIGHTING EQUIPMENT:</p> <p>Firefighting equipment shall be provided on the vessel in compliance with the requirements for Coastal Vessels, as per DGS Order 01 of 2014 or its latest amendment and Class requirements as applicable at the time of vessel construction.</p> <p>FRP cabinet shall be provided for securing fire hoses and nozzles.</p> <p>Sufficient number of fireman's outfit, breathing air compressor, etc. in compliance with AGNI 1 or equivalent notations to be provided on the vessel.</p> <p>Fire pumps (FiFi) for external fire fighting with dual fire monitors, oil dispersant spraying Booms with suitable nozzles, sufficient fire protection system etc. The total capacity of fire pump should be minimum 2400 m³/hr of water. Foam tanks shall be capable of storing at least 10000 ltrs. of AFFF foam and shall have foam concentrate of minimum 3%. At the time of commencement of contract, the tug should have at least 5000 ltrs. stock on board.</p> <p>Fi-Fi Pumps</p> <p>The FiFi pumps shall provide sufficient water to two fire monitors and water spray system.</p> <ul style="list-style-type: none"> • Type : Centrifugal • Drive : Engine PTO • Total Capacity: min. 2400 m³/hr (meeting AGNI 1 or equivalent notation) <p>Foam System</p> <p>Foam tank(s) of total capacity 10,000 litres, complete with necessary fittings shall be provided. The system shall be provided with line proportioner for foam mixing. The foam type shall be AFFF.</p> <p>Fi-Fi Monitors</p> <p>Two (2) single barrel dual purpose monitors each having capacity as per AGNI 1 notation shall be mounted on bridge deck as indicated in the General Arrangement drawing.</p> <ul style="list-style-type: none"> • Capacity: min. 1200 m³/hr (meeting AGNI 1 or equivalent notation) • Min. height of throw : 45 m • Min. length of throw : 120 m <p>The fire monitors may be mounted either on the bridge deck (as shown in the GA) or on wheelhouse top.</p>

		<p>Water Spray System</p> <p>The vessel shall be provided with self protection measures as required by AGNI -I or equivalent notation.</p> <p>These measures shall include fixed water-spraying system for protection of all outside vertical areas of hull, superstructures and deckhouses including foundations for water monitors and other equipment.</p> <p>The capacity of fixed water-spraying system shall be provided to meet class requirements. The capacity shall not be less than 10 litres per min. per [m2] of the areas to be protected. For areas internally insulated to class A-60, however, a capacity of 5 litres per min. per [m2] may be accepted.</p> <p>The arrangement for water-spraying system is to be such that necessary visibility from the wheelhouse and the control station for remote control of the firefighting water monitors can be maintained during water spraying.</p> <p>Fi-Fi Control System</p> <p>Fire monitors shall have controls for both wheelhouse and local operations. Wherein, a fixed control panel shall be mounted in the wheelhouse with the operator having unrestricted view on the Fi-Fi monitors.</p>
	Power Generation and Distribution	<p>2 Nos. main generators each catering for 100% load of the vessel shall be provided, such that one of these generators will be standby.</p> <p>Main Generators: Power Rating : 160 KW(approx.) Voltage : 3x415 V, 50 Hz, 3 wire</p> <p>Harbour Generator: 1 No. harbour DG of approx. 50 kW shall be provided.</p>
9	Performance	<p>The vessel shall have at least 60 tonnes of Bollard pull in ahead direction at 100 % MCR of the engine.</p> <p>The vessel shall achieve a speed of approx. 11 knots at design draught with clean hull at 90% MCR, with wind speed not exceeding BF 3.</p> <p>Endurance : The vessel shall be designed for an endurance of 7 days with maximum of 18 hours operation per day and operating profile mentioned as per section A.</p> <p>Environmental Conditions : Machinery shall be able to deliver its specified output and operate satisfactorily under tropical conditions as mentioned below:</p> <ul style="list-style-type: none"> • Sea water temperature max. 32° C min. 5° C • Air temperature outside max. 45° C min. 10° C • Relative Humidity max. 90% min. 50%



10	Anchoring, Mooring & Towing Equipment	<p>Anchoring, mooring equipment and towing arrangement shall be provided as per Classification Society requirements.</p> <p>ANCHORS WITH CHAIN & EQUIPMENT:</p> <p>Anchors and chains - Two HHP stockless type anchors in pockets - Grade 2, stud link</p> <p>Windlass- Arranged in the forecastle deck - Anchor windlass shall be combined with forward towing winch.</p> <p>MOORING EQUIPMENT:</p> <p>Mooring Capstan: Mooring equipment shall be provided as per class requirement. Mooring rope, towing rope, heaving line, hawser lines as per applicable class rules shall be provided. Electric/hydraulic Mooring capstan with 5 tonne line pull & controls near the capstan.</p> <p>TOWING EQUIPMENT:</p> <p>Towing winch & rope: Polypropylene ropes should be of minimum 220 m length & 96 mm diameter duly tested and certified or any other light weight rope of adequate strength mounted on winch for making fast to the vessel.</p> <p>Mooring rope, towing rope, heaving line, hawser lines as per applicable class rules shall be provided.</p> <p>Forward Towing System:</p> <p>Equipped for ship assist operation with winch and staple. In general, towing system to have a load rating of 60 tonnes.</p> <p>Winch Type - Anchor Towing Winch</p> <p>Drive type - Electro-hydraulic</p> <p>Drum configuration - Single drum</p> <p>Towline force - 60T, up to 5 m/min</p> <p>Brake holding load - minimum 150 tonnes at 1st layer of drum</p> <p>Safety features - emergency quick release and other safety features in accordance with Class requirements.</p> <p>Hauling speed of anchor shall be at least 10 m/min.</p> <p>Controls shall be provided both locally and from wheelhouse.</p> <p>Aft Towing Hook(Optional):</p> <p>Towing Hook with quick releasing system, which can be operated from the wheelhouse and from the main deck near the hook, shall be provided for aft towing.</p> <p>Safe working load - min. 60T</p> <p>Aft staple shall be fabricated in mild steel.</p> <p>Sufficient rope guiding arrangements such as tow pin/Gob eye may be provided on the aft deck.</p> <p>Aft Towing Winch:</p> <p>An electro-hydraulic towing winch shall be installed at the aft complete with drum, brakes, clutch etc. The brake holding capacity of the winch shall be at least 150 T. It shall be capable of generating a towline force of 60T. Aft staple fabricated in mild steel to be provided for guiding ropes from aft towing winch.</p> <p>The winch controls shall be provided both locally and from</p>
----	--	--

		<p>wheelhouse.</p> <p><u>Facility for embarking & disembarking of pilots to and from the Vessel:</u></p> <p>To provide suitable clear deck space for safe embarking & disembarking of pilots to and from the vessel at the forward bow.</p>
11	Fuel and water capacity	<p>Tug should have sufficient capacity to remain for 7 days with maximum of 18 hours operations per day at a stretch at sea, if required.</p> <p>Minimum capacities to be provided are as given below:</p> <p>Fuel Oil - approx. 105 m3</p> <p>Fresh Water-approx. 25 m3</p>
12	Dry Docking	Completed as per Class requirement at the time of engagement.
13	Communication Equipment	<p>As per the Statutory requirements.</p> <p>Navigation equipment is to comply with the requirements for Coastal Vessel rules as per DGS Order 01 of 2014 or its latest amendment as applicable at the time of vessel construction.</p> <ol style="list-style-type: none"> One (01) VHF/DSC Radio Telephone with built in VHF/DSC Watch Receiver. One (01) Satellite EPIRB or DAT. One (01) Radar Transponder (SART) capable of operating in the 9 GHz band. One (01) NAVTEX Receiver. Three (03) Two-Way VHF hand held Radio. <p>CALLING, COMMAND AND TELEPHONE SYSTEM:</p> <p>Separate systems shall be provided for talk-back and loudhailer system.</p> <p>Telephone System/PA System:</p> <p>Telephones to be available in Wheel house, MSB room, Cabins etc.</p> <p>Loudspeakers for PA function to be mounted in public area such as corridors, mess/cabins, etc.</p> <p>LIGHT AND SIGNAL EQUIPMENT:</p> <p>Main Navigation light indication and control panel:</p> <p>A galvanic isolated 24V power supply system to be provided for navigation and signal lights.</p> <p>The primary power supply system to be from 230V main system and with changeover to emergency supply in case of failure in main system.</p> <p>Whistle:</p> <p>Ship whistle with automatic controller to be fitted according to Regulatory requirements.</p> <p>Bell:</p> <p>One bell to be provided according to Regulatory requirements.</p> <p>Search Lights:</p> <p>2 Nos. searchlights shall be provided as per the classification/regulatory requirements.</p>



14	Navigational Equipment	<p>As per the Statutory requirements.</p> <p>NAVIGATION EQUIPMENT:</p> <p>Navigation equipment is to comply with the requirements for Coastal Vessel rules as per DGS Order 01 of 2014 or its latest amendment as applicable at the time of vessel construction.</p> <p>RADAR PLANT:</p> <p>One (01) No. X-band ARPA radar, 12 kW, 4 ft scanner and 23.1" LCD display.</p> <p>DGPS OR GPS:</p> <p>One (01) No. GPS or DGPS shall be installed.</p> <p>MAGNETIC COMPASS:</p> <p>One (01) Magnetic Compass with Azimuth Mirror for terrestrial navigation to be available.</p> <p>One (01) spare compass in box to be available.</p> <p>Certificates and deviation schedule to be provided.</p> <p>SPEED LOG & ECHO SOUNDER:</p> <p>One (1) No. Water-tracking Doppler speed log with necessary output for navigation equipment.</p> <p>One (1) No. Navigational echo sounder to be provided.</p> <p>OTHER NAUTICAL EQUIPMENTS:</p> <p>Automatic Identification System (AIS)</p> <p>One (01) No Automatic identification system (class B) to be installed. The AIS should also display the real time RPM of both the main engines or real time Bollard pull of the Tug. (At the time of commencement of the contract if the technology is available in the Indian market else during the contract period when the technology is available in the Indian market at your cost).</p> <p>Anemometer:</p> <p>One (01) set of anemometer to be provided.</p>
15	OIL SPILL RESPONSE EQUIPMENT	
	Oil Spill Dispersant Arm	<p>Oil Spill dispersant spraying arms installed on the main deck on both the sides.</p> <p>Oil Spill Dispersant storage tank(s) with a total capacity of at least 5 m3 shall be provided.</p>
	Oil Spill Containment Boom	<p>The vessel shall be capable of handling near shore booms of total length of 1000m, stowed on adequate number of boom reels as per the OEM standards.</p> <p>Out of this, one no. boom reel shall be carried on the aft deck of the vessel as indicated in the GA. Additional reels may be carried on the aft main deck based on operational demands.</p>
16	RESCUE BOAT	The requirement of Rescue Boat as per Statutory requirement.
17	LIFE RAFTS	One or more inflatable life rafts (SOLAS Pack B) with relevant certification shall be provided as required by coastal vessel rules. They

		shall be mounted on either side with suitable supports.
18	SEWAGE TREATMENT PLANT (STP)	The requirement of Sewage Treatment plant as per statutory requirement.
19	Manning	Tug should be manned as per SMD issued by DG Shipping for "Harbour Manning"
20	Registration	Tugs has to be registered and manned as per River Sea Vessel Type - 4 or MS Act
21	Classification	IRS or any other IACS member of classification society.
22	Shore power	Shall be supplied free of cost by Paradip Port Authority when secured at berth.
23	Fuel	Shall be supplied free of cost by Paradip Port Authority as per actual consumption limited to quoted quantity.
24	Fresh Water	Shall be supplied free of cost by Paradip Port Authority for the vessel's consumption.
25	Lubricants	On your account

- (ii) You will be responsible for keeping the Tug in sea-worthy conditions at all times for round the clock use. For the above, all the operational costs including stores, spares, lubricants, wages of staff, provident fund, victualing, dry docking and repairs, survey etc. will be on your account. Paradip Port Authority will provide fresh water, fuel, berthing facilities and shore power supply when the Tug is berthed at the Wet Basin. Foam compound required for firefighting will be supplied by the you along with the delivery of the Tug at the time of deployment, Port Authority will replace foam compound as and when required after consuming the stock.
- (iii) You shall carry out bollard pull test at the time of commencement of contract in presence of surveyor of any classification society and PPA representative and also to produce the certificate. All the expenses towards carrying out of above BP test shall be on your account, however bollard facility shall be provided by the PPA at free of cost.
- (iv) The mobilization and the de-mobilization of the Tug shall be on your account. During the dry docking period of the Tug, substitute of same bollard pull Tug or higher bollard pull will have to be provided by you. On the arrival of the Tug at Paradip, the fuel on board will be jointly surveyed. At the time of delivery of Tug, PPA shall pay for the fuel oil remaining on-board and at the time of the termination of contract, the costs of the fuel on board will be adjusted from the your bill or the firm has to pay to PPA.
- (v) **Contractors to provide:** Except as otherwise stated in this tender or as may be agreed from time to time, you shall provide and/or pay for all requirements, cost or expenses relating to the Tug, her Master and crew which, without prejudice to the generality shall include but not limiting to:
- Dry docking, repairs and all expenses associated therewith.
 - Provisions, wages (as per minimum wages act) etc., shipping and discharging fees and all other expenses of the Master, Officers and crew including their insurance.
 - Deck, cabin and engine room stores.



- (d) All necessary lubricants.
- (e) Adequate no. of Towing ropes tested & certified.
- (f) P & I covering wreck removal & various risks and H & M insurance of the vessel.
- (g) All customs or import duties arising in connection with any of the foregoing.
- (h) All taxes duties and levies including but not limited to the taxes, duties and levies imposed on your income, your employees or any levies etc, on any purchase made by you, and/ or any penalties imposed by any authorities from time to time.
- (i) Necessary intrinsically safe cables, plugs, Junction Box, Circuit Breakers etc. as the case may be for drawing shore power shall also be supplied by you.
- (vi) You shall carry out the works strictly in accordance with the contract to the satisfaction of the Deputy Conservator and shall comply with and adhere strictly to his instructions and direction on any matter (whether mentioned in the contract or not) in relation with the contract.
- (vii) 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.
- (viii) Joint survey will be carried out at Paradip Port Authority by representative of Deputy Conservator & your representative to assess the quantity of fuel on board during every on hire and off hire of the Tug.
- (ix) PPA will not be responsible for any damage suffered by the Tug due to failure of machinery or errors of the Master and crew or any reason whatsoever. However, damage if any occurred while assisting vessels during shipping operation may be brought to the notice of the Deputy Conservator immediately upon the incident.
- (x) The Tug and all workmen shall comply with all lawful instructions from the Deputy Conservator or the Officer duly authorized by him.
- (xi) The security of the Tug and the crew will be your responsibility.
- (xii) You shall provide and maintain an office at Paradip for accommodation of your agent and staff and such office shall be opened at all reasonable hours to receive instructions, notices or other communications. PPA may provide available office space and quarters on your request for setting up local office and accommodation of your officers & workers depending on the availability. Necessary approved charges of the Port Authority will have to be paid for the above by you.
- (xiii) You shall be liable for pollution damage and the cost of clean-up which has occurred due to yours and / or the your personnel by wilful, wanton, intentional acts or omissions or gross negligence which cause or allow the discharge, spills or leaks of any pollutants from the Tug.

6. **PENALTY:**

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

From the time and date of such	
non-availability / non-operation up to 14 days	: 15% of hire charges per day or part thereof on pro-rata basis.



15 to 21 days	:	30% of hire charges per day or part thereof on pro-rata basis.
Beyond 21 days	:	50% of hire charges per day or part thereof on pro-rata basis.

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

You may substitute the deployed tug by a sister/similar/better tug during the contract period provided the bollard pull criterion as specified in the tender is met and fuel consumption is same or lower than as stated by the you in the bid. You shall submit all details of the substitute tug and obtain the approval of the Deputy Conservator before deployment.

7. GATE PASS:

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

8. PERIOD OF CONTRACT AND PAYMENT:

The contract shall remain valid for a period of seven years from the date of commencement of service. However, contract can be extended beyond seven years on mutually agreed basis at the same rate, terms and conditions for a reasonable period to meet operational requirement.

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

9. DOWNTIME:

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

- (b) In case you want to layup the Tug for dry-docking/short term breakdown, a suitable Tug of 60 Ton BP or more to be provided as substitute till the originally engaged Tug is made operational.
- (c) During the period when the Tug is out of commission with permission from Deputy Conservator for maintenance and repairs at your request which is beyond the permissible down time as indicated at (a), you shall not be paid hire charges for that particular period and penalty clause shall be applicable.
- (d) Normally the Tug shall be required to be ready for operation at half an hour notice at the beginning of the shift and at 15 minutes notice during the shift. If you fail to make the Tug ready for operation, the entire period for which Tug was idle after last operation till her coming back to operation shall be treated as downtime of the Tug.
- (e) For late reporting to duty, either the Tug shall be declared out of commission for the day or for the period of default shall be treated as down time, will be the sole discretion of the Deputy Conservator, Paradip Port Authority.
- (f) If the Tug is declared as out of commission due to your fault for a period or for a day by Deputy Conservator then no charges will be paid for that period or day.
- (g) In the event of any deficiencies on the part of crew, availability of the stores, break down of machinery or for damage of hull and other accidents to the Tug due to your fault / negligence, no charges shall be payable, except when,
 - (i) Conditions prevailing in force majeure clause.
 - (ii) Deviation from specified duties and exposure to abnormal risk as per the instruction of the Deputy Conservator.
 - (iii) Any situation totally beyond your control.
 - (iv) The Tug has to be laid up due to an accident caused not due to your fault.

10. **PAYMENT TERMS:**

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

1st bill payment shall be made based on your tax invoice. Subsequently you are required to submit the supporting documents evidencing previous deposit of GST to the GST Authority from the 2nd monthly bill onwards failing which the bill will not be processed.

11. **BOLLARD PULL TEST:**

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



- (b) Apart from the above, if required by the Port, PPA reserve the right to carry out bollard pull test in presence of Surveyor of Classification Society, limited to seven times during the contract period. In case Bollard pull falls below the required Bollard Pull of 60T @ 100% MCR, Penalty shall be imposed @ 1% of the per day hire charges for each ton of Bollard Pull or part thereof. However, if, Bollard pull falls below 2Tons of the required BP and the required Bollard Pull is not restored within 15 days or a substitute tug is not provided for the Tug, Board reserves the right to off hire the tug with imposition of penalty as applicable. All bollard pull tests during tenure of contract carried out at your cost. However, the time and the fuel consumed for the test will be to the Board's account.

12. TERMINATION OF CONTRACT:

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

13. SUPPLY OF FUEL, FRESH WATER & ELECTRICITY:

- (a) Fuel remaining on board on the day of commencement of contract (hire) will be paid for by the Board at prevailing rate of LSHFHSD in Paradip. Fuel remaining on board on termination of contract will be paid for by the contractor at rates prevailing of LSHFHSD in Paradip.
- (b) Fuel & fresh water for running of the Tug will be supplied by Port Authority on Port account. Such supply will be made periodically as per your requisition. At least 07 day's notice for supply of LSHFHSD Bunker and 1-day notice for supply of fresh water to be given. The Tug will be directed to receive the same at the designated berths.
- (c) Free electricity shall be supplied to the tug while they are secured alongside berths.
- (d) In the event of any difficulty faced by PPA for supply of fuel, you will be requested to supply the same to the Tug and the cost will be reimbursed at actual cost including transport charges on production of supporting documents plus GST at the prevailing rate.
- (e) A Log Book will have to be maintained by the Master or Chief Engineer of the Tug for day to day consumption, R.O.B., soundings of tanks etc. which has to be produced to the Deputy Conservator or his representative for verification periodically and a weekly report to be submitted on the same.
- (f) **Calculation of Running hours and Fuel consumption:** All Engines must be fitted with Running hour (R/H) meters. Daily and monthly R/H of engines shall be calculated on the basis of R/H meter reading. All the R/H meters shall be maintained in good working condition throughout the contract period. In case of failure of R/H meter, R/H to be calculated as per the log book record. Fuel consumption shall be calculated on the basis of tank sounding/ fuel flow meters if fitted.
- (g) Any misappropriation of fuel supplied by the Board will be viewed seriously and contract liable to be cancelled at your cost and you shall be blacklisted for a period of two years from participating in any tender of Paradip Port Authority.



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

14. INSPECTION/ OIC & EIC:

The operation of the Tug shall be carried out under the supervision of Harbour Master and Pilots and the fuel oil supply and consumption shall be under the supervision of Senior Marine Engineer/ Marine Engineer.

15. INTEGRITY PACT:

This work will be included in the integrity pact & accordingly will be entrusted to the Independent External Monitor (IEM) for effecting transparency & maintaining quality. (1) Shri Vechatbhai Motibahi Pargi, IPS (Retd.); and (2) Dr. Varesh Sinha, IAS (Retd.) have been appointed as IEM for Paradip Port Authority by CVC. All necessary coordination to be provided to them as & when required. Hence, you are requested to sign the integrity pact agreement as per the Appendix - VIII of the tender document and it shall be a part of contract.

16. DISPUTE AND APPEAL:

The Board and you shall make every effort to resolve amicably, by direct informal negotiations, any disagreement or dispute arising between the two in connection with the contract. However, in case of failure of negotiation, the matter shall be referred to Conciliation Committee as per Circular No. AD/LEO/122-02/2012/2242 Dt.15.09.2020 of Secretary, PPT. Neither party shall have the right to commence Arbitration to resolve any dispute. All such disputes which could not be settled are subject to the jurisdiction of Courts at Kujang, Jagatsinghpur District OR Honourable High Court of Odisha, Cuttack.

In addition to the above, all other Terms & Conditions of original tender document remain valid for this work order.

You are requested to acknowledge receipt and acceptance of the above work order and arrange signing of the agreement at the earliest.

This order is issued as per the Finance Vetting vide e-file dt.18/10/2023 & approved by Board of Paradip Port Authority vide Agenda Item No. 05(05)/2023-24 & Resolution No. 90/2023-24 dtd.31/10/2023.

Yours faithfully,


Deputy Conservator,
Paradip Port Authority